

TENDER ENQUIRY DOCUMENT

FOR SECURITY SERVICES

NIPERH/3/8/2020-21/01

**NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION
AND RESEARCH, BALANAGAR, HYDERABAD**

(Department of Pharmaceuticals, Ministry of Chemicals & Fertilizers)

Balanagar, Hyderabad-500 037

PHONE: 040-23074750 – etx.2001, 2005

FAX: 040-23074751

URL: www.niperhyd.ac.in/ www.niperhyd.edu.in

TENDER COST- Rs.1000/-

SECTION-I

NOTICE INVITING TENDERS (NIT)

Tender Enquiry No.: NIPER H/3/8/2020-21/01

Dated: 01-Sep-2020

1. Sealed Tenders are invited by Director, NIPER Hyderabad, from reputed Security Agency /Service providers for supply of security personnel on contract for one year (further extendable for one year on satisfactory performance), as per requirement indicated in the tender document. Interested parties, fulfilling eligibility criteria are requested to submit duly filled tender documents in two bids system i.e. Technical Bid and Financial bid specifying clearly on the Covers. Bids shall be submitted on or before 1400Hrs on 21-Sep-2020 and technical bid will be opened on the same date at 1500Hrs. Date and time for opening of financial bid will be informed to bidders (qualifying in technical evaluation) later. The detail of tender document can also be downloaded from our website www.niperhyd.ac.in/www.niperhyd.edu.in

SL No	Name of the Work	Approx value, excluding GST (Rs in lakhs)	EMD (Rs)	Period of contract	Last date for submission of the tender
1	Supply of security Services contract for one year	95.00	2,00,000/-	One Year	21-Sep-2020 Up to 1400 Hrs

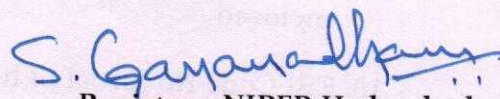
2.

Sl No.	Description	Schedule
i.	Dates of sale of tender enquiry documents	01-Sep-2020 to 21-Sep-2020
ii	Place of sale of Tender Enquiry Documents and Venue of Opening of Techno Commercial Tender	Store and Purchase Department, NIPER, Balanagar, Hyderabad-500037.
iii.	Cost of the Tender Enquiry Document	Rs. 1000.00 (Rupees one thousand only)
iv.	Closing date & time for receipt of Tender	1400 Hrs on 21-Sep-2020
v.	Time and date of opening of Techno-Commercial Bid	1500 Hrs on 21-Sep-2020

3. Interested tenderers may obtain further information about this tender from the office of Store and Purchase, NIPER Hyderabad. Tender Enquiry Documents may be purchased on payment of non- refundable tender fee of Rs.1,000/- per set in the form of Demand Draft/Pay Order/Banker's Cheque, drawn on a scheduled bank in India, in favour of "NIPERH Resources" payable at Hyderabad.

4. Tenderer may also download the tender enquiry documents from the web site www.niperhyd.ac.in/ www.niperhyd.edu.in and submit the tender along with the required non-refundable fee as mentioned in Para 3 above. Tender without tender fee shall not be considered valid.
5. Tenderers shall ensure that their tenders, complete in all respects, are dropped in the Tender Box located at **NIPER Hyderabad, Balanagar, Hyderabad-500037, Telangana** on or before the closing date and time indicated in the Para 2 above, failing which the tenders will be treated as late tender and rejected. The tenders sent by post/ courier must reach the above said address on or before the closing date & time indicated in Para 2 above, failing which the tenders will be treated as late tender and rejected.
6. In the event of any of the above mentioned dates being declared as a holiday /closed day for NIPER, the tenders will be sold/received/opened on the next working day at the appointed time.
7. The Tender Enquiry Documents are not transferable.
8. All Tenders must be accompanied by EMD as mentioned against each item in Para 1 above. Tenders without EMD shall be rejected.

For and on behalf of NIPER Hyderabad


Registrar, NIPER Hyderabad
Balanagar, Hyderabad-500037,

SECTION-II

PROFILE OF TENDERER

1. Name of the Contractor/ Firm :
2. Address & Phone No :
3. E-mail ID and FAX No. :
4. Name of Work :
5. Tender Notice No & Date, Item No :
6. Details of DD :
 - i. D.D for cost of tender document (if downloaded from website) or cash receipt for the same to be enclosed :
 - ii. DD for EMD :
7. Particulars of experience / credentials :
8. Whether all details as per pre-qualification requirements enclosed :
9. P.F.Code No (proof of having Code No. to be enclosed) :
10. ESI Code No (proof of having Code No. to be enclosed)
11. PAN with proof (In case not available, proof of having applied with acknowledgement from concerned authorities to be enclosed) :
12. GST No. (the No & proof of allotment of No. or applied proof to be submitted.) :
13. Financial turn over during the last three years duly certified by chartered accountant / auditor :
14. Contractors Licence no. & registration/ Reputed contractor details :
15. Proof of Business Entity (Proprietor/Partnership/Company):

Signature of Tenderer

SECTION-III

GENERAL INSTRUCTIONS TO TENDERERS

1. Sale of Tender Document:

- i. Tender document can be obtained from the Office of **Administration, NIPER Hyderabad** during office hours on submission of DD of **Rs.1000/-** [Rupees One Thousand only] in favour of '**NIPERH Resources**', from **01-Sep-2020 to 21-Sep-2020**.
- ii. Tender document can also be downloaded from the web site i.e. www.niperhyd.ac.in/www.niperhyd.edu.in.

2. Last date of submission of bid:

- i. The tender documents can be submitted in person or through courier/ post to reach '**The Store and Purchase Department, NIPER Hyderabad, Balanagar – 500037**' up to **1400Hrs** on **21-Sep-2020**. NIPER is not responsible for any postal delay.
- ii. The tenderers must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for the Institute, the tenders will be received up to the appointed time on the next working day.
- iii. A tender, which is received after the specified date and time for receipt of tenders will be treated as "late" tender and will be ignored.

3. Opening of bid:

- i. Bids will be opened at **1500Hrs** on **21-Sep-2020**
- ii. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the Institute, the tenders will be opened at the appointed time and place on the next working day.
- iii. Authorized representatives of the tenderers, who have submitted tenders on time, may attend the tender opening. The tender opening officials(s) will prepare a list of the representatives attending the tender opening. The list will contain the representative's name & signatures and corresponding tenderer's names and address.

4. Earnest Money Deposit:

- i. EMD amounting **Rs.2,00,000/- (Rupees Two Lakhs only)** in shape of bank draft from any scheduled bank, in favour of '**NIPERH Resources**' payable at Hyderabad, must be attached with the bid.
- ii. Bid without EMD will be liable for rejection.
- iii. Unsuccessful tenderer's earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest after completion of all contractual obligations by the contractor.
- iv. Earnest Money is required to protect the Institute against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if

the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the Institute. The successful tenderer's earnest money will be forfeited without prejudice to other rights of the Institute if it fails to furnish the required performance security within the specified period.

5. (a) Performance Guarantee:

- i. Successful tenderer will have to submit performance guarantee cum warranty bond in the form of FDR or bank guarantee in favour of 'NIPERH Resources' issued by any scheduled bank in India amounting to 10% of tender value within 15 days from the date of notification of award.
- ii. The bank guarantee shall be unconditional and shall be valid till minimum six months beyond the scheduled date of completion of all contractual obligations by the contractor. In the event of any failure/default of the contractor, with or without quantifiable loss to the Institute, the amount of the performance guarantee is liable to be forfeited.
- iii. Performance Guarantee shall be returned to the party after successfully completion of work and shall bear no interest.

(b) Security Deposit:

- i. 5% of the contract value will be deducted from the running payment bills of the contract towards Security Deposit.
- ii. Security deposit will be released after completion of the work and maintenance period of 3 months and shall bear no interest.

1. Eligibility Criteria:

The parties who will qualify for participating in the tenders must fulfil followings:

- i. Average annual financial turnover during the last three years, ending 31st march of the previous financial year, should be at least 30% of the tender value.
- ii. The office of tenderer should be located in Hyderabad/Secundrabad.
- iii. The tenderer should have all valid statutory registrations like E.S.I., E.P.F, registration with Labour Department, PAN No. and Service Tax No./GST No. etc.
- iv. The bidder should have empanelled with DGR or State Ex-servicemen Corporation Certificate or valid license from the Deptt. of Home, Telangana in accordance with the private security agency (Regulation Act 2005).
- v. Experience of having successfully completed similar works during last 7 years, ending previous month of this tender notice shall be one of the following.

(a) Three completed contracts costing each not less than the amount equal to 40% of the estimated cost.

OR

(b) Two completed contracts costing each not less than the amount equal to 50% of the estimated cost.

OR

(c) One completed work costing not less than the amount equal to 80% of the estimated cost.

Similar work means:- Satisfactorily completed contract (for minimum one year) for supply of security personals (Guards / Supervisors / Officers) with Central Govt. Dept./State Govt. Dept./PSUs/Autonomous.

Note: Notwithstanding anything stated above, the Institute reserves the right to assess the Tenderer's capability and capacity to perform the contract satisfactorily before deciding on award of contract, should circumstances warrant such an assessment in the overall interest of the Institute.

Those agencies blacklisted or debarred either by Govt. or any Public Sector Undertaking will not be eligible for tendering. Concealing of such facts shall result in ipso-facto termination of services of the Agency, without notice, at any stage of the contract, if executed.

2. **List of documents:**

- i. Technical bid should consist of following documents:-
 - (a) Check list mentioned in Section-VII.
 - (b) Tender document duly signed and stamped on each page by authorised signatory, as token of acceptance of term & conditions.
 - (c) Profile of Tenderer.
 - (d) Cash receipt issued by Accounts department of NIPER Hyderabad for cost of tender or DD of Rs.1000/- from any scheduled bank, in favour of NIPER, Hyderabad payable at Hyderabad (in case tender document is downloaded from website/CPP Portal).
 - (e) EMD as mentioned in clause 4 (i) above or documents related to clause 5b(1) above.
 - (f) Letter of Authorisation in favour of signatory of documents.
 - (g) Audited financial statement (balance sheet and profit/loss a/c with schedules) along with Certificate issued by C.A, regarding confirmation of audit, and turnover & net worth of the bidder(in original) and income tax returns for the last three financial year.
 - (h) Copy of work order / agreement (with complete schedule) and certificate for satisfactorily execution of the same work, to prove eligibility as per clause no 5b(1) mentioned above.
 - (i) Copy of labour registration of agency with Central Labour Commissioner (Central)/ Secretary to Government/ Labour Commissioner/Dy. Labour Commissioner, Government of Andhra Pradesh.
 - (j) Copy of valid DGR empanelment certificate in case empanelled with DGR or State Ex-servicemen Corporation Certificate or valid license from the Deptt. of Home, Telangana in accordance with the private security agency (Regulation Act 2005)/proof of application and fee deposited for license
 - (k) List of organizations where security services were rendered in last five years/are being rendered by the bidder, along with length/period for which service is being provided and the nature of service.
 - (l) ESI code no. with proof of allotment.
 - (m) P.F. Code no. with proof of allotment.
 - (n) GSTIN/Service Tax No of the Agency with proof of allotment.
 - (o) Copy of PAN Card of the Agency
 - (p) Proof of Labour Registration
 - (q) Undertaking (mentioned in Section-VII) on bidder's letter head

ALL THESE DOCUMENTS MUST BE SIGNED AND STAMPED BY AUTHORISED PERSON AND SUBMITTED ALONG WITH TECHNICAL BID.

- ii. Price bid should consist of party's quoted rates in Section-V of this tender document, duly signed and stamped by authorised person.

N.B.

- (a) All pages of the Tender should be page numbered and indexed.
- (b) It is the responsibility of tenderer to go through the entire tender document to ensure furnishing all required documents in addition to above, if any.
- (c) The authorized signatory of the tenderer must sign and stamp on all the pages of the tender
- (d) A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- (e) Tender sent by fax/telex/cable/electronically shall be ignored.

3. Prices

- i. Rates quoted will include all statutory obligations of the contractor under Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, weekly off replacement charges etc., cost of uniform of personnel deployed by the contractor, all kind of taxes, service charges etc. of the agency. It shall be the agency's responsibility to strictly adhere to all the provision of all Acts, Laws, Rules & regulations including Contract Labour Act, EPF Act, Minimum Wages Act, ESI Act, Service Tax Rule etc. in addition to other rules and regulations for contract labour with all subsequent amendment thereof. NIPER Hyderabad is not in any way responsible/liable for the payment of the same. All responsibility/liability is of the Agency/Contractor.
- ii. If the contractor has not quoted the rate for any item(s), it is considered as incomplete tender and tender cannot be accepted. Prices quoted by the tenderer shall remain firm and fixed during the currency of the contract. Offer with price variation clause will be rejected.

4. Tender currency

The tenderer shall quote only in Indian Rupees.

5. Tender Validity

- i. If not mentioned otherwise, the tenders shall remain valid for acceptance for a period of 120 days (One Hundred Twenty days) after the date of opening of techno-commercial bids. **Any tender valid for a shorter period shall be treated as unresponsive and rejected.**
- ii. In exceptional cases, the tenderers may be requested by the Institute to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ email followed by surface mail. The tenderers are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly.
- iii. In case the day up to which the tender is to remain valid falls on/ subsequently declared a holiday for the Institute, the tender validity shall automatically be extended up to the next working day.

6. Tenderer to be conversant with the document

The tenderer is expected to read all the documents hereof and be conversant with the contents and when tenders are signed it will be understood and inferred that all the documents have been read and understood. Any difficulty experienced in interpreting the documents may be communicated to the Institute in writing, and, should any written clarification be required it will be made available by them to all tenderers. No extra cost will be entertained because of the tenderers mistakes, ignorance or misinterpretation of drawings and other documents.

7. Acceptance:

Promptly after opening of tenders, the Institute will undertake a detailed study and appraisal of the tenders submitted. The Institute does not bind itself to award the contract to the lowest or to any tenderer but will take into careful consideration the tenderers price and such other

factors as are deemed to be applicable for awarding the contract

- i. The Institute reserves the right to re-call the tender or, reject any or all tenders and to waive any formalities in the tenders received (such as deviation in the use and presentation of the specified tender documents and forms), if it appears to be in his best interest to do so.
- ii. The Institute reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted without incurring any liability, whatsoever to the affected tenderer.
- iii. At the time of awarding the contract or/and during the currency of contract, the Institute reserves the right to increase or decrease the quantity of goods and services mentioned in the schedule without any change in the unit price and other terms & conditions quoted by the tenderer.

8. Labour Laws

The contractor/firm shall, in relation to the works executed under this contract, strictly comply with the provisions of all current labour laws and statutory amendments or additions thereof and any regulation or orders made there under affecting the works. Liabilities towards labourer i.e. PF ESI and other liability under any law shall be of the contractor/firm responsibility.

9. Terms and Mode of Payment

- i. Payment shall be made in Indian Rupees subject to recoveries, if any, by way of liquidated damages or any other charges against running bill submitted by the party on monthly basis after due verification and certification by the Security in charge.
- ii. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the contractor at rates prescribed in Income Tax Rules from time to time.
- iii. The contractor/firm shall send its claim for payment in writing to NIPER Hyderabad, when contractually due, along with relevant documents etc., duly signed with date.
- iv. While claiming payment, the contractor/firm is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the contractor/firm for claiming that payment has been fulfilled as required under the contract.
- v. The contractor/firm is responsible for all the statutory requirements & documentations for ESI / PF etc as per prevailing Government Rules / Labour Rules. Any amount payable by NIPER on account of these requirements shall be recovered from contractors' bills / deposits.
- vi. Contractor/firm has to provide proper GST Invoice for the purpose of availing input credit. If he/she fails to provide proper GST Invoice, amount equal to GST charged by contractor/firm in its bill may be deducted at the time of payment.
- vii. The contractor shall not claim any interest on payments under the contract.
- viii. **Amendments to tender documents.** At any time prior to the deadline for submission of tenders, the Institute may, for any reason deemed fit by it, modify the tender documents by issuing suitable amendment(s) /corrigendum(s) to it. **The same shall be published in the Institute's websites only.**

6. Minor Infirmary/Irregularity/Non-Conformity

If during the preliminary examination, the Institute find any minor informality and/or irregularity and/or non-conformity in a tender, the Institute may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the Institute will convey its

observation on such “minor” issues to the tenderer by registered/speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

10. Discrepancies in Prices

- i. If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
- ii. If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected.
- iii. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 10(i) and 10(ii) above.

11. Contacting the Institute

- i. From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the institute for any reason relating to this tender enquiry and / or its bids, it should do so only in writing.
- ii. In case a tenderer attempts to influence the institute in the institute’s decision on scrutiny, comparison & evolution of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenders, as deemed fit by the Institute.

12. Notification of Award

- i. Before expiry of the tender validity period, the institute will notify the successful tenderer (s) in writing, by registered / speed post or by fax/ telex/cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by the Institute, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to the Institute the required performance security within 15(fifteen) days from the date of dispatch of this notification, failing which the EMD will be forfeited and the award will be cancelled.
- ii. The Notification of Award shall constitute the conclusion of the Contract.

13. Issue of Contract

- i. Promptly after notification of award, the Institute will mail the contract agreement duly completed and signed, in duplicate, to the successful tenderer by registered/ speed post.
- ii. Within fifteen days from the date of contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Institute by registered / speed post, failing which the EMD will be forfeited and the award will be cancelled.

14. Corrupt or Fraudulent Practices

It is required by all concerned to observe the highest standard of ethics during the tender process and execution of such contracts. In pursuance of this policy, the Institute: -

- a. defines, for the purposes of this provision, the terms set forth below as follows:
 - i. “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the tender process or in contract execution; and
 - ii. “fraudulent practice” means a misrepresentation of facts in order to influence a tender process or the execution of a contract to the detriment of the Institute, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Institute of the benefits of free and open competition;
- b. will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Institute if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

15. Termination for default

- i. The Institute, without prejudice to any other contractual rights and remedies available to it (the Institute), may, by written notice of default sent to the contractor/firm, terminate the contract in whole or in part, if the contractor/firm fails to deliver any or all of the services or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Institute.
- ii. In the event of the Institute terminates the contract in whole or in part, pursuant to clause 15 (i) above, the Institute may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the contractor/firm shall be liable to the Institute for the extra expenditure, if any, incurred by the Institute for arranging such services.
- iii. Unless otherwise, instructed by the Institute, the contractor/firm shall continue to perform the contract to the extent not terminated.

16. Termination for insolvency

If the contractor/firm becomes bankrupt or otherwise insolvent, the Institute reserves the right to terminate the contract at any time, by serving written notice to the contractor without any compensation, whatsoever, to the contractor/firm, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Institute.

17. Force Majeure

- i. For purposes of this clause, Force Majeure means an event beyond the control of the contractor/firm and not involving the contractor's/firm's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Institute either in its sovereign or contractual

capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

- ii. If a Force Majeure situation arises, the contractor/firm shall promptly notify the Institute in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Institute in writing, the contractor/firm shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iii. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- iv. In case due to a Force Majeure event the Institute is unable to fulfill its contractual commitment and responsibility, the Institute will notify the contractor/firm accordingly and subsequent actions taken on similar lines described in above sub-paragraphs

18. Termination for convenience

- i. The Institute reserves the right to terminate the contract, in whole or in part for its (Institute's) convenience, by serving written notice on the contractor/firm at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Institute. The notice shall also indicate inter alia, the extent to which the contractor's/firm's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- ii. The services that are complete and ready in terms of the contract for delivery and performance within thirty days after the contractor's/firm's receipt of the notice of termination shall be accepted by the Institute following the contract terms, conditions and prices. For the remaining goods and services, the Institute may decide:
 - a. To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
 - b. To cancel the remaining portion of the services and compensate the contractor/firm by paying an agreed amount for the cost incurred by the contractor/firm towards the remaining portion of the goods and services

19. Resolution of disputes

- i. If dispute or difference of any kind shall arise between the Institute and the contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- ii. All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works, whether during the progress of the works or after their completion and whether before or after the determination or breach of the Contract, shall be referred to Director, NIPER Hyderabad and Director's decision/ award shall be binding on both the parties.
- iii. Any dispute arising out in this connection will be subject to Hyderabad Jurisdiction only.

20. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

21. General/ Miscellaneous Clauses

- i. The contractor/firm shall notify the Company of any material change would impact on performance of its obligations under this Contract.
- ii. The contractor/firm shall, at all times, indemnify and keep indemnified the Institute against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the contractor/firm/its associate/affiliate etc.
- iii. All claims regarding indemnity shall survive the termination or expiry of the contract.
- iv. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- v. The contractor will have to compensate / make good to any damages of the Institute property / equipment.

Bids should be submitted in sealed envelopes as mentioned below:

- i. **Cover (A)**
Sealed envelope consisting of all the documents mentioned in clause no. 5(2) of Section - III. All the documents should be self-attested and stamped by authorised person. Cover should be superscripted as "COVER-A" "Tender no. NIPER/H/3/8/2020-21/01 dt 01-Sep-2020" "Technical Bid".
- ii. **Cover (B)**
Sealed envelope consisting of Price Bid, duly signed and stamped by authorised person, in price schedule format of Section-V of this tender document. Cover should be superscripted as "COVER-B" "Tender no. NIPER/H/3/8/2020-21/01 dt 01-Sep-2020", "Price Bid".
- iii. **Cover (C)**
Common sealed envelope consisting of Cover-A and Cover-B. Cover should be superscripted as "COVER-C" "Tender no. NIPER/H/3/8/2020-21/01 dt 01-Sep-2020".

This Tender Document shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender, by the Accepting Authority, shall, sign the contract within 15 (fifteen) days from the date of letter of intent/ Notification of Award.

VISIT TO SITE

Tenderers are advised to inspect and examine the site and its surrounding and satisfy themselves before submitting their tenders as to the nature of the ground (as far as practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions of the tender.

SECTION-IV

SPECIAL INSTRUCTION TO TENDRERS (SIT)

1. Scope of work :

- i. The broad objective of the contracted Security Agency shall be to safe guard buildings, moveable and immovable assets, equipments at NIPER Institute and NIPER Hostels located in IDPL Township and open land, from any thefts, pilferage of damage, encroachment etc. and also ensure safety of the employees, visitors, guests or any other persons working in its complex, by deploying adequately trained and well-disciplined security personnel who shall safeguard the from any thefts, pilferage of damage and also ensure safety of the employees, visitors, guests or any other persons working in its complex.
- ii. **In every shift ASO on duty have to take minimum two rounds for patrolling.** Night vision and safety devices like touch, goggle, Stick, safety boots etc will be provided Security agency.
- iii. The security contractor will provide the security services round the clock, normally in three shifts running from 06.00 AM to 02.00 PM, 02.00 PM to 10.00 PM and 10.00 PM to 06.00 AM on all days including weekly offs/Sundays/holidays. Round the clock duty register is to be maintained by the agency and under no circumstances the main entries should be left unattended/without security personnel. During night hours particularly all the entries into the NIPER Hyderabad Institute and hostel premises will be under strict watch.
- iv. The security personnel must watch that there is no unidentified/ unclaimed/suspicious objects/person in the buildings/premises.
- v. Security personnel will look after, regulate and maintain all the relevant records at front office, of all persons entering or leaving the premises. Security personnel will monitor and regulate the entry and exit of employees/visitors and will ensure that no entry/exit into the premises shall be made without proper authorization. The security guard shall also ensure providing visitor pass to incoming visitor(s) and collect it back on their exit.
- vi. Visitors shall be allowed entry only after a responsible person from the occupying Institute's/NIPER personally identifies the visitor and gets entry pass issued from front office. Security staff/personnel shall not enter into any verbal argument with the visitor(s)/employee(s) and should ensure that individual dignity of employees/visitors are not compromised. They will be always polite, courteous, and tactful in discharging their duties. They should not give lenient or casual impressions in the duties and should be alert and attentive. The security personnel are required to display mature behavior, especially towards female staff, female visitors and elderly. The security personnel are required to also attend to distinguished visitors, VIP's and officers visiting the premises.
- vii. The security personnel deployed shall take routine rounds of the premises to maintain vigil and remain alert.
- viii. The security personnel should ensure that only authorized staff of NIPER is working after normal working hours and on holidays. Security personnel should properly record the movement of employees of NIPER after normal working time/night hours and holidays. The security personnel should extend all the additional necessary support to those employees working during night hours.
- ix. If a security personnel is forced to leave the guarding point due to emergency, or for other routine work assigned to him, even for a short duration, they should ensure that they have properly handed their work to the second guard or to a responsible person authorized by NIPER. They shall sign the duty register when going on and off duty. Under no circumstances, the deployed security guard shall leave the guarding point/duty without proper relieving/handing over has been done.

- x. Security personnel may also be responsible, if required, for maintenance of various registers kept at the Reception namely; Key Register and Visitors Register etc.
- xi. The security personnel have to ensure and verify that all the unnecessary lights, fans etc. are switched-off in the premises and lock the rooms after the respective official has left for the day, on all days.
- xii. The duty personnel shall note down in the message register any message that needs to be passed on to any official, and action taken or required to be taken shall be passed on to next shift guard at the time of shift change over. The security staff shall keep a Log Book to record all such occurrences. It is essential that full and accurate information is recorded.
- xiii. Security personnel should maintain important telephone Nos. of official(s), police, fire brigade etc. for using at emergency situations.
- xiv. Security personnel shall keep a watch and restrict any unauthorized tampering with electricity, water, telephone and other installations and immediately bring the same to the notice of the authorities if the situation goes beyond their control. Security personnel shall ensure that water taps/ lights/ACs are not left open/on after close of working hours on normal working days as well as on off days, as the case may be.
- xv. The security personnel shall be duly trained in Fire Safety operations. They should be trained to operate various fire control equipment installed. In case of fire, the Security Guard will immediately alert the staff on duty and assist in fire fighting operation. In case of fire accident before or after office hours, the guards shall immediately inform the nearest fire station first and then the NIPER official(s), besides taking fire control measures on their own.
- xvi. The security personnel must be in proper, neat and tidy uniform. The names of the security guards should always be displayed by them on their uniforms for identification purpose.
- xvii. The security agency shall be entirely responsible for thefts of easily movable items such as Scrap materials, bathrooms fittings, fans, exhaust fans, telephone instruments, fire fighting equipment's, stationary etc. etc.
- xviii. The security personnel shall also carry out such other legitimate duties as are entrusted to them from time to time from NIPER
- xix. The security personnel will not discuss instructions of confidential nature with anyone outside the security department.
- xx. The security personnel will at all times carry their Identity Cards issued by the Contractor. A copy of the same shall be furnished to NIPER
- xxi. The details and credentials of the security personnel deployed for duty by the contractor shall be provided by the contractor to NIPER before being assigned the duty under the contract. If NIPER objects to the appointment of any security personnel, the contractor will be under an obligation to reject such person and not assign him any duty under the contract.
- xxii. The security personnel will be deployed by the contractor at all points/place/centers etc. as may be required by NIPER. If any additional security is required at same point or any new point, then the Security Agency/ Contractor shall provide the same in consultation with NIPER
- xxiii. In case, any personnel of the contractor is found to be unfit by NIPER or is found to be not discharging his/her duties properly or is found incapable, the contractor, on the written complaint/request of NIPER shall be under an obligation to remove him from any duty in NIPER under this contract, and he/ she shall be immediately replaced by another competent person as per this Agreement.
- xxiv. If any complaint is received by NIPER regarding the conduct or behaviour of any security personnel, NIPER will have a right to enquire in to the matter and if NIPER, in its sole discretion, considers that such personnel should not continue to discharge any duties further under the Agreement, the contractor shall forthwith replace such person for the remaining period of the contract.
- xxv. If any loss or injury is caused to NIPER, either directly or indirectly, by any act of omission or commission on the part of the contractor or its employees/representatives/security personnel, the contractor will be under an obligation to make good such loss and injury at its own cost and responsibility.

- xxvi. The contractor shall keep NIPER indemnified against all losses, claims, litigation etc. arising out of any act of omission or commission on the part of the contractor or any person claiming through or under it.
- xxvii. A duty chart of the security personnel will be prepared with the prior approval of NIPER and no change will be made therein without prior written information and approval of NIPER except in case of emergency.
- xxviii. Any loss or injury caused to any security personnel while discharging the duties under the contract shall be the sole responsibility of the contractor.
- xxix. The security personnel shall be under an obligation to discharge all duties and instructions that may be issued by NIPER in relation to the contract and under it. In case of any emergency, additional duties may be assigned to the security personnel.
- xxx. The contractor must ensure that in no circumstances guards are allowed to perform duty beyond 8 hours except under emergencies. The security agency will provide necessary relievers for providing weekly offs/ holidays for their staff at their own arrangement.

2. General Terms & Conditions

- i. Initially contract shall be for one year, which can be further extended for one year, subject to satisfactory performance of the Contractor, at the sole discretion of the Institute.
- ii. Present requirement of security personnel for NIPER Hyderabad is as follows:

S.No	Post	Qualification/Experience	Number
1	Assist. Security Inspector	Minimum graduate or Ex-serviceman/retired from Para-military force	03
2	Security Guards (male)	Minimum 12 th pass	21
3	Security Guards (female)	Minimum 12 th pass	02

The number indicated is tentative & may increase or decrease at discretion of the Institute.

- iii. The deployment of above personnel will be on discretion of NIPER management. The requirement of security personnel may increase/decrease as per requirement and the contractor shall provide security guards on same terms and conditions on the rates as quoted in the tender.
- iv. In case of violation/contravention of any of the terms and conditions mentioned herein, Plant In charge reserves the right to terminate this agreement forthwith without giving any notice to the contractor and without prejudice to its right to recover damages and other charges/cost to NIPER from the amount payable to the contractor or otherwise.
- v. The wages quoted in Price Bid will increase when minimum wage rates are revised by Govt. of Telangana in future from time to time. The increase will be proportionate to the change mentioned in Government Order.
- vi. The contractor shall comply with all applicable laws, ordinances, rules and regulations in respect of this agreement and employment of employees employed by him and shall obtain all such permits, licenses and inspections from Govt./authority/forum/local body etc. which may be necessary and shall pay at his own costs all charges in connection therewith. No liability of any sort shall be fastened on the NIPER
- vii. The contractor shall fully comply with all applicable laws, rules and regulations relating to EPF Act including the payment of P.F. contributions, Minimum Wages Act, Worker's Compensation Act, E.S.I., Contract Labour (Regulation & Abolition) Act relating to certificates of registration, relating to license, relating to issue of employment card and relating to quarterly/half yearly/annual return of the principal employer or law or regulations passed by Central/State Govt. including TDS as per IT Act and any other Act as may be relevant as applicable to him from time to time. No liability of any sort shall be fastened on NIPER
- viii. The contractor shall be solely liable for all the payments/dues to the security personnel employed and deployed by him, without any reference to NIPER

- ix. Attendance of security staff shall be marked through biometric attendance system and shall be the basis of calculating monthly wages payable.
- x. The contractor shall maintain a register in which day to day deployment of security personnel will be entered. While raising the bill, copy of the deployment particular of the security personnel engaged during each month, shift-wise, should be enclosed.
- xi. The contractor shall not assign or sub-contract this contract either whole or in part.
- xii. There shall not be any master and servant relationship between NIPER and the contractor or the security personnel, deployed by contractor.
- xiii. The contractor shall work under the overall supervision and direction of the officer authorised by NIPER Hyderabad and the day to day functioning of the services shall be carried out in consultation with and under direction of NIPER Hyderabad.
- xiv. The successful security agency must produce original bio-data/ KYC/credentials of security staff to be deployed for verification/submission including educational qualification, date of birth etc.
- xv. The contractor shall at his own cost provide suitable uniform and shall be responsible for their proper maintenance. The contractor's staff working at NIPER Hyderabad under this agreement should not work for any other firm/contractor/Institute during the tenure of this particular contract.
- xvi. NIPER Hyderabad will not be made liable to answer any officials under Security Guard Boards of State/Govt. of India. It shall be the sole responsibility of the security agency to satisfy them.
- xvii. The contractor will be responsible for proper deployment of the guards. The list of employees appointed by the agency together with the names, address & telephone/mobile numbers of the employees including those as leave reserve shall be made available to the employer in advance.
- xviii. The contractor shall ensure that the personnel deployed by him are disciplined and do not participate in any activity prejudicial to interest of NIPER
- xix. The decision of NIPER Hyderabad in regard to interpretation of the terms and conditions of the agreement shall be final and binding on the Agency.
- xx. The Institute may, subject to availability, provide accommodation to the security personnel in NIPER township on payment basis at a reasonable rate, if successful security agency requires the same. However, there is no compulsion on NIPER to provide the accommodation.
- xxi. NIPER may provide accommodation to some security personnel on a purely license basis. NIPER has right to terminate the license at any time without assigning any reason and in such an eventuality, the contractor neither has a right to object nor can it be a pretext for not discharging the duties under this contract.
- xxii. In case, any dispute arises out of the interpretation, operation, and enforcement of this agreement, the same shall be referred to the sole adjudication of the Chairman & Managing Director, NIPER, who shall be the sole arbitrator and his decision on all such matters shall be final and acceptable to all the parties of this contract.
- xxvi. Any dispute arising out in this connection will be subject to Hyderabad Jurisdiction only.
- xxiii. The security personnel, deployed in NIPER, should not have been charged and/or convicted for any offence. He/she should have a clean work record. An undertaking to this effect shall be duly furnished by the contractor.
- xxiv. Salary must be disbursed to all security personnel before 5th of each month in Bank Account .
- xxv. Contractor, against this contract, shall provide the security staff within 10 days from the date of agreement.
- xxvi. Staff to be provided by the contractor will be short listed/selected for engaging their service by Officer in-charge of NIPER. During the currency of contract, any person deployed under this contract is found not performing to satisfaction will be removed/dismissed at once. Contractor will have to replace such person within 03 working days.
- xxvii. Minimum age of manpower deployed shall be 18 years. Person below 18 years of age shall not be supplied under this contract. Contractor shall be sole responsible to verify the age of person deployed by him.
- xxviii. Maximum age of manpower deployed shall not be more than 56 years at the time of deployment and shall work with NIPER only up to the age of 58 years. Person above 58yrs of age shall not be permitted by the Institute under this contract.

3. Minimum Wages

- i. Wages quoted by bidder should not be less than minimum wages mentioned in table below, which is statutory as per minimum wages act.
- ii. The contract shall comply with all applicable laws, ordinances, rules and regulations of the state/central government that shall be applicable in respect of this tender/agreement such as the provision of Minimum Wages Act, payment of wages act contract (Regulations and abolitions rules 1971)
- iii. Minimum Wages should be as per latest wages rate of Central Labour Commission vide F.No.1/VDA(6)/2020-LS-II
- iv. Any increase during the course of contract on minimum wages (basic & DA) and statutory contributions shall be payable according to GOs from time to time. The Increase shall be in proportionate to the increase of the rates in GOs

Section-V

PRICE SCHEDULE

NIPERHYD/Security/2020-21/01

Quotations to be submitted by the Tenders as per the following Format on the Letter Head of the tenderer.

S. No.	DESCRIPTION	Assist. Security Inspector	Security Guard (Male)	Security Guard (Female)
(a)	(b)	(c)	(d)	(e)
1.	Basic			
2.	ESI @ 3.25%			
3.	EPF @ 13%			
4.	Service Charges /Profit Margin			
5.	Total (1 to 4)			
6.	GST(at prevailing rate)18%			
7.	Total Charges/ Person/Month (5+6)			
8.	No. Of person deployed in Month	3	21	2
9.	Total(7*8)			

Quoted rate should only be in sealed envelope i.e. cover-B. Price bid kept in open condition will result in disqualification of bid

Section-VI

Undertaking to be submitted on bidder's letter head

Date: _____

To

The Director

National Institute of Pharmaceutical Education & Research

Balanagar,

Hyderabad-500 037

Dear Sir,

I/We, (name of the firm/contractor/bidder), hereby undertake that we have visited the site, understood the scope of work and accept all the terms & conditions mentioned in tender no. NIPERH/3/8/2020-21/01 dt 01-Sep-2020.

Signature of authorized person with stamp

Section-VII CHECK LIST

1	Tender document duly signed and stamped on each page by authorised signatory, as token of acceptance of term & conditions.	
2	Profile of Tenderer	
3	Cash receipt issued by Accounts department of NIPER Hyderabad for cost of tender or DD of Rs.1000/- from any scheduled bank, in favour of NIPERH Resources payable at Hyderabad (in case tender document is downloaded from website/CPP Portal)	
4	Earnest Money Deposit (EMD)	
5	Letter of Authorisation in favour of signatory of documents	
6	Audited financial statement (balance sheet and profit/loss a/c with schedules) along with Certificate issued by C.A, regarding confirmation of audit, and turnover & net worth of the bidder(in original) and income tax returns for the last three financial year	
7	Copy of work order / agreement (with complete schedule) and certificate for satisfactorily execution of the same work, to prove eligibility	
8	Copy of labour registration of agency with Central Labour Commissioner (Central)/ Secretary to Government/ Labour Commissioner/Dy. Labour Commissioner, Government of Telangana	
9	Copy of valid DGR empanelment certificate in case empanelled with DGR or State Ex-servicemen Corporation Certificate or valid license from the Deptt. of Home, Telangana in accordance with the private security agency (Regulation Act 2005)/proof of application and fee deposited for license	
10	List of organizations where security services were rendered in last five years/are being rendered by the bidder, along with length/period for which service is being provided and the nature of service	
11	ESI code no. with proof of allotment	
12	P.F. Code no. with proof of allotment	
13	GSTIN/Service Tax No of the Agency with proof of allotment	
14	Copy of PAN Card of the Agency	
15	Proof of Labour Registration	
16	Undertaking (mentioned in Section-VI) on bidder's letter head	