

No. Sweepers & Security Guards Tender/U.P.(E)/2017-18
Government of India
Ministry of Statistics & Programme Implementation
National Sample Survey Office
(Field Operations Division)

38-A, Sardar Patel Marg, Civil Lines
Allahabad-211001
Dated:- 30-08-2017

M/s.....
.....
.....

Sub: Quotations for engaging a security agency for providing Security Guards in NSSO (FOD)
GORAKHPUR,
Sir,

Sealed quotations are invited from reputed Security Agencies for providing Security Guards in NSSO (FOD) Gorakhpur. The quotations should be submitted in the formats enclosed.

2. The quotation should be submitted in a sealed envelope superscribed as "TENDER FOR SECURITY SERVICES AT NSSO (FOD) RO Allahabad". The quotations must accompany an Earnest Money Deposit of Rs.16000/- in the form of a Demand Draft drawn in favour of Deputy Director, NSSO (FOD) Allahabad. The quotations submitted without EMD will be rejected summarily. The quotations should be addressed to the Deputy Director Head of Office, NSSO (FOD), 38-A Sardar Patel Marg, Civil Lines, Allahabad-211001.

3. The various crucial dates relating to "TENDER FOR SECURITY SERVICES AT NSSO (FOD) RO Allahabad" are cited as under:-

(a)	Date of issue of Tender Documents	:	30.08.2017
(b)	Last date and time for submission of Tender Document;	:	15.09.2017
©	Date and time for opening of	Technical Bid:	12 Noon on 22.09.2017
		Financial Bid:	
(d)	Place of submission of tender	:	38-A, Sardar Patel Marg, Civil Lines, Allahabad.
(e)	Place of opening the tender	:	As above

4. The quotations submitted after the stipulated time and date will not be entertained.

Yours faithfully,



(Ram Pratap)

Deputy Director & Head of Office

Copy to the Deputy Director General, Computer Centre, East Block, R.K.Puram, New Delhi, with a kind request to upload the tender documents on the website of MOSPI and the tenders.gov.in under tender head.



(Ram Pratap)

Deputy Director & Head of Office

Tender Document No. 3/2017



Government of India
Ministry of Statistics & Programme Implementation
National Sample Survey Office
(Field Operation Division)
Regional Office Allahabad

PHONE :05322261184
Email : RO.ALD-FOD@NIC.IN

Tender No. 03/2017

Dated : 30.08.2017

TENDER DOCUMENT

ANNUAL CONTRACT FOR PROVIDING
SECURITY SERVICES AT GORAKHPUR

NATIONAL SAMPLE SURVEY OFFICE
(FIELD OPERATIONS DIVISION)
38-A, Sardar Patel Marg, Civil Lines
Allahabad -211001

Last date for submission: Date : 15.09.2017 Upto 17:00 hrs

Opening of Technical Bid : Date :22.09.2017 at 12 hrs

A handwritten signature in blue ink, consisting of stylized initials and a long horizontal stroke extending to the right.

Sealed tenders are invited under **Two Bid System** i.e. (**Part-I Technical Bid and Part-II Financial Bid**) from reputed, professionally experienced and financially sound Security Agencies who can provide security guards to **NATIONAL SAMPLE SURVEY OFFICE (FOD), SRO, Gorakhpur (hereinafter called NSSO (FOD))**. The contract will be initially for a period of one year, which may be extended further for one more year depending upon the service to the satisfaction of the NSSO (FOD).

A. SCOPE OF THE WORK

- a) Providing security services in the office premises of NSSO (FOD), SRO, GORAKHPUR.
- b) Keeping vigil against trespassing by strangers, intruders, unknown persons etc.
- c) Monitoring the movement of the persons coming in the office premises and going outside the Office premises. When a visitor approaches the entry gate, the visitor's details will be noted in a Register kept with him. All the visitor's leaving the office premises will be checked for any item being taken outside. Items taken out from the office premises by the staff/outsideers should have valid pass.
- d) The scope of work may change during the period of the contract by mutual consent.

B. ELIGIBILITY CRITERIA

The Agencies that fulfil the following requirements shall be eligible to apply.

- a) Registration certificate of the Security Agency issued by appropriate authority.
- b) Registration under Labour Laws, EPF, ESI & Service Tax.
- c) PAN & TAN No. under Income Tax Act.
- d) Minimum five years' experience in contractual security business after registration.
- e) Organized training arrangements for security personnel with clear recruitment policies. It is assumed that the agency is providing trained manpower only.
- f) At least three running contracts of total annual value not less than Rs. 15 lacs in the large industrial / educational office premises/office complex.
- g) Proof of at least three successfully carried out security contracts of 15 or more security guards in each contract, consisting of ex-servicemen or properly trained security guards/supervisors during the last 3 years in Govt./Semi-Govt./Central Autonomous bodies.
- h) An undertaking that the security agency has not been blacklisted by any Government Department/Autonomous bodies.

C. INSTRUCTIONS TO TENDERERS

1. **The Tender should be addressed to Head of Office, NSSO (FOD) RO, Allahabad.**
2. The tender is to be submitted in two parts comprising Part-I: Technical Bid & Part-II: Financial Bid. The Part-I (Technical Bid) should contain the Earnest Money Deposit (EMD) (Bid Security) of Rs. 16000/- (Rupees sixteen thousand only) and statement showing compliance with the eligibility criteria/mentioned in the Section – B. above. The part-II (Financial Bid) should contain only the Financial offered as per the proforma G. Both the parts should be properly marked and enclosed in separate sealed envelopes for their proper identification. The envelopes superscribed **TECHNICAL**.

BID and FINANCIAL BID should again be sealed in a third bigger envelope super scribing the tender No. and **“Tender for Security Services at NSSO (FOD)”**. The part-I (Technical Bid) will be opened in the presence of the tenderers or their authorized representatives on the date of tender opening and the Part-II (Financial Bid) shall be opened after evaluation of Part-I. The Part-II (Financial Bid) shall be opened only those tenderers who are found technically qualified to carry out the work, for which prior intimation shall be given indicating the date and time of Financial bid opening.

3. The various crucial dates relating to the tender are cited as under :
 - (a) Date of issue of Tender Document: 30.08.2017 from 10.00 hrs
 - (b) Last date and time for submission of Tender Document: 15.09.2017 Upto 17:00 hrs
 - (c) Date and time for opening of
Technical Bid: 12.00 hrs on 22.09.2017
Financial Bid: - At later stage
 - (d) Place of submission of tender: - NSSO (FOD), 38-A, Sardar Patel Marg, Civil Lines, Allahabad -211001
 - (e) Place of opening the tender: - NSSO (FOD), Regional Office, Allahabad
4. Tenders received after due date/time (Late Bid) and without EMD shall be rejected.
5. The NSSO (FOD) reserves the right to accept or reject any or all the offers without assigning any reason.
6. At any time, prior to the date of submission of bids, the NSSO (FOD), for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid document by amendment.
7. Tenders should remain valid for 90 days from the date of opening of tenders with a provision for suitable extension.

D. TERMS & CONDITIONS

1. The period of contract shall initially be for a period of one year from the date of awarding the contract extendable further for another one year on satisfactory performance with such amendments as may be mutually agreed upon and also subject to the necessary approval of the Competent Authority. NSSO (FOD) also reserves the right to terminate the contract after giving 30 days' notice without assigning any reason thereof.
2. The Security Agency shall provide security arrangement for guarding the Office premises within the confined premises as required by the NSSO (FOD). Moreover, the Security Agency shall also protect the NSSO (FOD) Office premises from anti-social elements, fire etc.
3. The Security Agency shall deploy the guards below the age of 40 years. Every personnel deputed by the Agency shall be literate and minimum educational qualification should be 8th pass.
4. The Security Agency personnel should be smart, well dressed, alert and properly turned out with boots/shoes, belt, caps, badges, etc., and carry an identity card duly attested by the

Executive of Security Agency. A photocopy of his identity cards shall be given to the NSSO (FOD) for record, verification etc.

Tender No.03/2017

Dated : 30.08.2017

5. The Security Agency shall provide proper uniform (boots/shoes, caps, badges, etc.) to every personnel deployed by the agency in the NSSO (FOD) Office premises at their own cost and expenses.
6. The Security Agency shall ensure that before deputing the security staff, they will verify the antecedents from local police station of all their staff and provide the NSSO (FOD) a complete dossier of particulars of each security personnel proposed to be deployed. Non-compliance with this provision will be deemed to be violation of the contract, inviting penal action.
7. The NSSO (FOD) shall have the right to check up, from time to time, the uniforms worn by the security personnel as well as their fitness to perform guard's duty to the satisfaction of the NSSO (FOD). The NSSO (FOD) shall also have the right to check and supervise the Security personnel on duty through a NSSO (FOD) level Security Executive Committee (SEC) or any other representative to be named by the NSSO (FOD)'s administration. The decisions of the SEC shall be binding on the Security Agency.
8. The Agency shall furnish a detailed fortnightly duty chart of his employees for each shift and keep the NSSO (FOD) informed of any change in the list from time to time. The duty chart for the fortnight should give the specific names of employees and the respective duties they are required to attend to. A copy of the duty chart shall be displayed by him on the Notice Board also. The supervisor shall be responsible to monitor the deployment.
9. Security Agency shall comply with all statutory requirements existing as well as those promulgate from time to time viz. the Payment of Wages Act, Provident Fund Act, Employee State Insurance Scheme, whichever is/are applicable to the organization of Security Agency and shall be held responsible, accountable, answerable, explainable, as the case may be, for the lapses committed by them in this regard. Further, Security Agency shall not involve the NSSO (FOD) in any way whatsoever in any dispute with regard to compliance of statutory provisions and in case of any violation of any law; the Security Agency shall be solely responsible. In case due to violation of any law, including labour laws etc., any liability is put upon the NSSO (FOD) the Security Agency shall indemnify the NSSO (FOD) completely.
10. The contractor shall submit every month the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at NSSO (FOD) 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 proof of payment by the contractor.
11. The personnel deployed by the Security Agency in the NSSO (FOD) shall be removed immediately if the NSSO (FOD) considers such removal is necessary on administrative grounds. The Security Agency shall also immediately remove any personnel who is found not to be discharging his duties properly or is of doubtful character and shall replace him with substitute personnel either on its own or on the demand of the NSSO (FOD).
12. The Security Agency shall maintain a register for marking the attendance by security personnel deployed by him, which shall be seen by the officer-in charge every day.
13. Entry in the Office premises / complex is restricted. The guards on duty at the Main Gates/Reception will allow only the authorised persons to enter the NSSO (FOD) after making proper verification.
14. The Security Agency and the persons employed by him shall not divulge to **outsiders** any information about the equipment(s) installed in the NSSO (FOD), divulge information



15. The NSSO (FOD) shall have the right to adopt any measures/set-up a system for ensuring proper performance of duty of security personnel deployed by the Agency, their being in proper uniform, punctuality etc.
16. The security personnel shall remain on duty for 8 (eight) working hours. Security Services will be provided in two shifts. The personnel shall not leave his place of duty/duty point until his reliever reports for duty. Deserting the place of duty/duty point by the security personnel without having been properly relieved will attract penalty points.
17. **The NSSO (FOD) would require following set of security personnel (3 Guards):-**

Shift	Time	Guard	
I	10.00 AM to 6.00 PM	1	Monday
II	6.00PM to 02.00 AM	1	to
III	02.00 AM to 10.00 AM	1	Sunday (7 days a week)

18. The Security Agency shall be responsible for :-
- Proper deployment of the guards and maintenance of various registers kept at the Reception namely: Visitors Register.
 - Maintenance of proper records of gate passes in respect of material going out of the premises and to ensure proper scrutiny and approval before permitting any material to be taken out.
 - Maintain liaison with the Administration of the NSSO (FOD).
 - Carrying out any other tasks in case of emergency or as may be assigned by the NSSO (FOD). in respect of security related work.
19. The Security Agency shall provide weekly off/holidays to their security person as per labour laws but it will be their responsibility to ensure uninterrupted services on all days throughout the year. No security personnel shall be deployed on double duty during consecutive duty timings. In case such a deployment is noticed, it would be viewed seriously and may result in termination of the contract. The security personnel on duty shall be rotated from one shift to another at proper frequency on 2 shift basis.
20. No residential accommodation, subsidized food or transport will be provided to the Security guards/security supervisors or staff of the agency.
21. The Agency shall obtain adequate Insurance Policy in respect of his workmen to be engaged for the work, towards meeting the liability of compensation arising out due to death/injury/disablement during performing the duties at work place etc.
22. The payment for services shall be made on monthly basis, through cheque/RTGS, on production of pre-receipted bill in duplicate, duly supported with the requisite details of the daily attendance and other records, which shall be open for inspection by the NSSO (FOD). The final payment shall, however, be made only after the scrutiny of the bills.

23. The persons employed by the Agency for the security of the NSSO (FOD) will be the employees of the Security Agency and the NSSO (FOD) shall have nothing to do with their employment or non-employment. Under no circumstances any liability in respect of matters connected with their employment shall be held against the NSSO (FOD) and the Security personnel employed by the Security Agency shall have no right whatsoever to claim employment from the NSSO (FOD) .
24. The Security Agency shall undertake, at their own expense but to the satisfaction of the NSSO (FOD), a continual updating of skill, processes and procedures followed by the Security staff employed in the security of the NSSO (FOD) by organizing suitable training for them on the routine basis.
25. The Security Agency shall be responsible for the good conduct and behaviour of its employees. If any employee of the Security Agency is found misbehaving with the employees, visitors of the NSSO (FOD), the Security Agency shall terminate the service of such employee at their own risk and responsibility. The Security Agency shall issue necessary instruction to its employees to act upon the instructions given by the NSSO (FOD).
26. The Earnest Money Deposit (EMD) of **Rs. 16,000/- (Rupees Sixteen Thousand only)** in the **form of Demand Draft/ Pay Order drawn in favour of "Deputy Director, NSSO (FOD), Allahabad"** should be enclosed with the tender. The EMD should remain valid for a period of forty-five days beyond final bid validity period. The tender received without EMD would be summarily rejected. The earnest money deposit will be refunded to the tenderers whose offer has not been accepted within 90 days of opening of tenders.
27. Contract of the Agency may be cancelled on violation of the contractual assignment.
28. The successful Agency will be required to execute an agreement with NSSO (FOD) with in the period specified in the award letter. In case the successful agency fails to enter into the Agreement with NSSO (FOD) within the specified date mentioned in the award letter, the EMD deposited by such Agency shall stand forfeited without giving any further notice.
29. It is mandatory for the successful tenderer to submit Performance Security Deposit amounting to 10% of the total contract value for one year in the form of Bank Guarantee/Fixed Deposit Receipt/Demand Draft of in favour of **"Deputy Director, NSSO (FOD), Allahabad"** as Performance Security. The Security Deposit should be valid beyond 60 days of the period of the contract. The Security Deposit will be returned without any interest after satisfactory completion of the contract process. This amount, however, be confiscated in case of refusal or failure to provide satisfactory services or backing out in midstream.
30. The contractor shall particularly abide by the provisions of Minimum Wages Act (Central Sphere, Non skilled), 1948. In any case, the wage should not be lower than the minimum wage of central category "Non skilled". If the minimum wages is revised by the Government of India., the incremental wages, if applicable, will be provided.



31. **PENALTY CLAUSE:** - In case of any irregularities noticed, the penalty amount will be levied by NSSO (FOD) up to the extent of 10% of the monthly charges due for the relevant month, after issuing show cause notice to the agency and considering the explanation of the agency, if submitted within stipulated time. Such repeated irregularities will make the agency liable for cancellation of contract with forfeiture of the Security Deposit.
32. **ARBITRATION CLAUSE:-**In case of any disputes between the parties viz. NSSO (FOD) on one hand and the agency/firm awarded the Contract on the other hand, arising out on account of scope of the work and other mandatory liabilities as stated in the Tender Document/ Contract Agreement, the dispute shall be referred to an Arbitrator as per Arbitration and Reconciliation Act 1996, in Allahabad. jurisdiction.
33. Tenderers should sign at each page of the documents confirming the acceptance of all the terms and conditions.

E. LIST OF DOCUMENTS TO BE SUBMITTED WITH TECHNICAL BID

1. Earnest Money in the form of Bank Draft.
2. Attested copy of valid Registration No. of the Security Agency issued by the appropriate authority.
3. Attested copy of PAN No. Card under Income Tax Act.
4. Attested copy of valid GSTN registration certificate.
5. Attested copy of Registration and Licence No. of the Agency under Contract Labour (Regulation & Abolition) Act.
6. Attested copy of registration under EPFO.
7. Attested copy of registration under ESI.
8. Proof of at least three successfully carried out security contracts of 15 or more security guards in each contract, consisting of only ex-servicemen or properly trained security guards/supervisors during the last 3 years in Govt./Semi-Govt./Central Autonomous bodies .
9. Proof of annual turnover (not less than Rs.15 lakh per year) during the last 3 years.
10. List of Clients.
11. An undertaking that the security agency has not been blacklisted by any Government Department/autonomous bodies as on the date of submission of the bid.



F. PROFORMA FOR TECHNICAL BID (PART-I)

1. Name of the Tenderer / Organization:

2. Office Address of the Tenderer:

Tel No.

Mob. No. of Contact person :

E-Mail Address

3. Name of the Authorised Representative (s)

4.	Documents	Enclosed	Not Enclosed
	Attested registration certificate of the Security Agency issued by the appropriate authority		
	Attested copy of valid labour license from the Regional Labour Commissioner for specific number required for the contract under Contract Labour (Regulation & Abolition) Act, 1970		
	Attested copy of valid Service Tax registration certificate		
	Attested copy of registration under EPFO		
	Attested copy of registration under ESI.		
	Proof of at least three successfully carried out security contracts of 15 or more security guards in each contract, consisting of only ex-servicemen or properly trained security guards/supervisors during the last 3 years in Govt./Semi-Govt./Central Autonomous bodies .		
	Copy of PAN Card.		
	An undertaking that the security agency has not been blacklisted by any Government Department/autonomous bodies as on the date of submission of the bid.		

5. Turnover during the last three years

Years	Turnover in Rupees (in words and figures)
2014-15	
2015-16	
2016-17	

--	--

This should be duly certified by the Chartered Accountant of the Company/Firms, etc.

6. EMD of Rupees 16000/- enclosed vide

DD No.

Bank.....

Date.....

7. Details of the experience in Govt. / PUC/ Corporate offices during the last three years as per the attached proforma :-

Years	Name of the Organization with complete address and telephone numbers to whom services provided	Details of Experience Period of Contract with dates of Commencement and termination covering last 3 years.		Contracted Amount (Rs. Per month)	Reason for Termination
		From	To		
2014-15					
2015-16					
2016-17					

Enclose extra sheets if required.

8	<p>Set-up of your organization, clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll staff available for performing this service :</p> <p>(a) Is the establishment registered with the Government Agency, i.e. Directorate General of Resettlement or Private security agencies (Regulation) Act, 2005. Please give details of the registration no. along with document / evidence.</p> <p>(b) Undertaking of the Agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment in NSSO (FOD), SRO, Gorakhpur.</p>		
9	Are you covered by the labour Legislation, such as , ESI, EPF. Gratuity Act etc.		
10	<p>Please give</p> <ul style="list-style-type: none"> • EPF no. • ESI code : • Gratuity Act regn. No. : • DGR / Pvt. Security Agency (Regulation), 2005 Regn. No. 		
11	Are you governed by minimum wages rules of the Government of India applicable in Gorakhpur? If yes, please give details.		
12	Please attached copy of last return of income tax		
13	Please attach balance sheet of the Agency /		

	Company, duly certified by Chartered Accountant for last three (3) years.		
14	PAN no. (Please attach copy)		
15	GSTN no. (Please attach copy)		
16	Trade License No. (Please attach copy)		
17	Service Registration no. (Please attach copy)		
18	Acceptance of terms and conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit of part of tender document.		
19	Power of Attorney / Authorization for signing the bid documents.		
20	Please submit an undertaking that no cases pending with the Police against the Proprietor/ Firm/ Partner or the company (Agency). In addition to undertaking, the firm shall produce certificate/ verification local Police Station. Indicate any convictions in the past against the company/firm/partner.		

Declaration by the tenderer :

This is to certify that I/We before signing this have read and fully understood all the terms and conditions contained herein and undertake tender myself / ourselves to abide by them .

(Signature of the authorised person of the Agency with seal)

Name:.....

Seal :.....

Address:

Phone no.

Place:

Date:

G. PROFORMA FOR FINANCIAL BID (PART-II)

(In sealed Cover-II superscribed " Financial Bid")

Sl. No.	Particulars	unit	Rate per person/ per month (in rupees)	Amount (in rupees)
1.	Security Guards (Un-armed Civilian) (Un Skilled)	3*		
2.	Agency/ Other Charges			
3.	EPF (%)			
4.	ESI(%)			
5.	Service Charge on minimum wages (%)			
6.	TOTAL (1 to 5)			
7	Add GST(%)			
8.	Grand Total per month (col.6+7)			

Note: * 03 security guards (10AM to 10AM) in 3 shifts on 7 days a week basis. However above number and arrangement of the deployment of security guards is without prejudice to the right of

Director, NSSO (FOD), RO, Allahabad to deploy the security guards in any other number or manner considered to be more suitable in the interest NSSO (FOD), SRO, Gorakhpur.

Copy of the Government order of minimum wages and wages approved by the Director General of Resettlement/ Regional Labour Commissioner, Govt. of India may be provided.

Declaration by the Bidder:

This is to certify that I/ We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ ourselves to abide by them.

1. We also confirm that we will abide all the terms and conditions and we do not have any counter conditions. We have inspected the Security Point/areas sight in NSSO (FOD) Office premises and fully understood the operational aspects.
2. We are aware that we will be solely responsible for observing the service conditions of the personnel deployed as per the prevailing statutory directives from the relevant Controlling authorities, including Police Verification.

(Signature of the authorised person of the Agency with seal)

Place:

Date:

.....



(To be made on Rs. 100.00 Non Judicial Stamp Paper)

DRAFT AGREEMENT FORMAT

This agreement is made at Allahabad on the day of
Two Thousand Seventeen between..... acting through Shri,
NATIONAL SAMPLE SURVEY OFFICE, (FOD). Government of India having its Regional office at
38-A, Sardar Patel Marg, Civil Lines, Allahabad-211001. (hereinafter called "client" which expression
shall, unless repugnant to the context or meaning there of be deemed to mean and include its successors,
legal representatives and assigns) of the First Part

Second Part

M/s having its registered office at
.....

(hereinafter called the "Agency" which expression shall, unless repugnant to the context shall mean and
include its successors-in interest assigns) of the Second Part

WHEREAS the "Client" is desirous to engage the "Agency" for providing security services for NSSO as
per the terms and conditions stated below:

1. The period of contract shall initially be for a period of one year from the date of awarding the contract extendable further for another one year on satisfactory performance with such amendments as may be mutually agreed upon and also subject to the necessary approval of the Competent Authority. NSSO (FOD) also reserves the right to terminate the contract after giving 30 days' notice without assigning any reason thereof.
2. The Security Agency shall provide security arrangement for guarding the Office premises within the confined premises as required by the NSSO (FOD). Moreover, the Security Agency shall also protect the NSSO (FOD) Office premises from anti-social elements, fire etc.
3. The Security Agency shall deploy the guards below the age of 40 years. Every personnel deputed by the Agency shall be literate and minimum educational qualification should be 8th pass.
4. The Security Agency personnel should be smart, well dressed, alert and properly turned out with boots/shoes, belt, caps, badges, etc., and carry an identity card duly attested by the Executive of Security Agency. A photocopy of his identity cards shall be given to the NSSO (FOD) for record, verification etc.
5. The Security Agency shall provide proper uniform (boots/shoes, caps, badges, etc.) to every personnel deployed by the agency in the NSSO (FOD) Office premises at their own cost and expenses
6. The Security Agency shall ensure that before deputing the security staff, they will verify the antecedents from local police station of all their staff and provide the NSSO (FOD) a complete dossier of particulars of each security personnel proposed to be deployed. Non-compliance with this provision will be deemed to be violation of the contract, inviting penal action.
7. The NSSO (FOD) shall have the right to check up, from time to time, the uniforms worn by the security personnel as well as their fitness to perform guard's duty to the satisfaction of the NSSO (FOD). The NSSO (FOD) shall also have the right to check and supervise the Security personnel on duty through a NSSO (FOD) level Security Executive Committee



- (SEC) or any other representative to be named by the NSSO (FOD)'s administration. The decisions of the SEC shall be binding on the Security Agency.
8. The Agency shall furnish a detailed fortnightly duty chart of his employees for each shift and keep the NSSO (FOD) informed of any change in the list from time to time. The duty chart for the fortnight should give the specific names of employees and the respective duties they are required to attend to. A copy of the duty chart shall be displayed by him on the Notice Board also. The supervisor shall be responsible to monitor the deployment.
 9. Security Agency shall comply with all statutory requirements existing as well as those promulgate from time to time viz. the Payment of Wages Act, Provident Fund Act, Employee State Insurance Scheme, whichever is/are applicable to the organization of Security Agency and shall be held responsible, accountable, answerable, explainable, as the case may be, for the lapses committed by them in this regard. Further, Security Agency shall not involve the NSSO (FOD) in any way whatsoever in any dispute with regard to compliance of statutory provisions and in case of any violation of any law; the Security Agency shall be solely responsible. In case due to violation of any law, including labour laws etc., any liability is put upon the NSSO (FOD) the Security Agency shall indemnify the NSSO (FOD) completely.
 10. The contractor shall submit every month the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at NSSO (FOD) 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 proof of payment by the contractor.
 11. The personnel deployed by the Security Agency in the NSSO (FOD) shall be removed immediately if the NSSO (FOD) considers such removal is necessary on administrative grounds. The Security Agency shall also immediately remove any personnel who is found not to be discharging his duties properly or is of doubtful character and shall replace him with substitute personnel either on its own or on the demand of the NSSO (FOD).
 12. The Security Agency shall maintain a register for marking the attendance by security personnel deployed by him, which shall be seen by the officer-in charge every day.
 13. Entry in the Office premises / complex is restricted. The guards on duty at the Main Gates/Reception will allow only the authorised persons to enter the NSSO (FOD) after making proper verification.
 14. The Security Agency and the persons employed by him shall not divulge to **outsiders** any information about the equipment(s) installed in the NSSO (FOD), divulge information about the employees as well as the activities of the NSSO (FOD). The Agency will also have the responsibility to safeguard all the properties of NSSO (FOD).
 15. The NSSO (FOD) shall have the right to adopt any measures/set-up a system for ensuring proper performance of duty of security personnel deployed by the Agency, their being in proper uniform, punctuality etc.
 16. The security personnel shall remain on duty for 8 (eight) working hours. Security Services will be provided in two shifts. The personnel shall not leave his place of duty/duty point until his reliever reports for duty. Deserting the place of duty/duty point by the security personnel without having been properly relieved will attract penalty points.
 17. **The NSSO (FOD) would require following set of security personnel (3 Guards):-**

Shift	Time	Guard	
I	10.00 AM to 6.00 PM	1	Monday
II	6.00PMto02.00 AM	1	To
III	02.0 M to 10.00 AM	1	Sunday (7 days a week)

18. The Security Agency shall be responsible for :-

- The Agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other Laws applicable and all statutory obligations, such as, Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI etc. Relating security personnel deployed in NSSO(FOD). The "Client" shall have no liability in this regard.
- The Agency shall be solely responsible for any accident / medical/ health related liability / compensation for the personnel deployed by it at NSSO site. The "Client" shall have no liability in this regard.
- Proper deployment of the guards and maintenance of various registers kept at the Reception namely: Visitors Register.
- Maintenance of proper records of gate passes in respect of material going out of the premises and to ensure proper scrutiny and approval before permitting any material to be taken out.
- Maintain liaison with the Administration of the NSSO (FOD).
- Carrying out any other tasks in case of emergency or as may be assigned by the NSSO (FOD). in respect of security related work.

19. The Security Agency shall provide weekly off/holidays to their security person as per labour laws but it will be their responsibility to ensure uninterrupted services on all days throughout the year. No security personnel shall be deployed on double duty during consecutive duty timings. In case such a deployment is noticed, it would be viewed seriously and may result in termination of the contract. The security personnel on duty shall be rotated from one shift to another at proper frequency on 3 shift basis.
20. No residential accommodation, subsidized food or transport will be provided to the Security guards/security supervisors or staff of the agency.
21. The Agency shall obtain adequate Insurance Policy in respect of his workmen to be engaged for the work, towards meeting the liability of compensation arising out due to death/injury/disablement during performing the duties at work place etc.
22. The payment for services shall be made on monthly basis, through cheque/RTGS, on production of pre-receipted bill in duplicate, duly supported with the requisite details of the daily attendance and other records, which shall be open for inspection by the NSSO (FOD). The final payment shall, however, be made only after the scrutiny of the bills.
23. The persons employed by the Agency for the security of the NSSO (FOD) will be the employees of the Security Agency and the NSSO (FOD) shall have nothing to do with their employment or non-employment. Under no circumstances any liability in respect of matters connected with their employment shall be held against the NSSO (FOD) and the Security personnel employed by the Security Agency shall have no right whatsoever to claim employment from the NSSO (FOD) .
24. The Security Agency shall undertake, at their own expense but to the satisfaction of the NSSO (FOD), a continual updating of skill, processes and procedures followed by the Security staff employed in the security of the NSSO (FOD) by organizing suitable training for them on the routine basis.
25. The Security Agency shall be responsible for the good conduct and behaviour of its employees. If any employee of the Security Agency is found misbehaving with the employees, visitors of the NSSO (FOD), the Security Agency shall terminate the service of



such employee at their own risk and responsibility. The Security Agency shall issue necessary instruction to its employees to act upon the instructions given by the NSSO (FOD).

26. The Earnest Money Deposit (EMD) of **Rs. 16,000/- (Rupees Sixteen Thousand only)** in the form of Demand Draft/ Pay Order drawn in favour of **“Deputy Director, NSSO (FOD), Allahabad”** should be enclosed with the tender. The EMD should remain valid for a period of forty-five days beyond final bid validity period. The tender received without EMD would be summarily rejected. The earnest money deposit will be refunded to the tenderers whose offer has not been accepted within 90 days of opening of tenders.
27. Contract of the Agency may be cancelled on violation of the contractual assignment.
28. The successful Agency will be required to execute an agreement with NSSO (FOD) within the period specified in the award letter. In case the successful agency fails to enter into the Agreement with NSSO (FOD) within the specified date mentioned in the award letter, the EMD deposited by such Agency shall stand forfeited without giving any further notice.
29. It is mandatory for the successful tenderer to submit Performance Security Deposit amounting to 10% of the total contract value for one year in the form of Bank Guarantee/Fixed Deposit Receipt/Demand Draft of in favour of **“Deputy Director, NSSO (FOD), Allahabad”** as Performance Security. The Security Deposit should be valid beyond 60 days of the period of the contract. The Security Deposit will be returned without any interest after satisfactory completion of the contract process. This amount, however, be confiscated in case of refusal or failure to provide satisfactory services or backing out in midstream.
30. The contractor shall particularly abide by the provisions of Minimum Wages Act (Central Sphere, Non skilled), 1948. In any case, the wage should not be lower than the minimum wage of central category “Non skilled”. If the minimum wages is revised by the Government of India., the incremental wages, if applicable, will be provided.
31. There would be no increase in rates pay able to the “Agency” during the contract period except reimbursement of the statutory wages revised by the Govt. upon mutual consent and approval of the “client”.
32. The “Agency” also agrees to comply with annexed Terms and Conditions and amendments there to from time to time.
33. **PENALTY CLAUSE:** - In case of any irregularities noticed, the penalty amount will be levied by NSSO (FOD) up to the extent of 10% of the monthly charges due for the relevant month, after issuing show cause notice to the agency and considering the explanation of the agency, if submitted within stipulated time. Such repeated irregularities will make the agency liable for cancellation of contract with forfeiture of the Security Deposit.
34. **ARBITRATION CLAUSE:-**In case of any disputes between the parties viz. NSSO (FOD) on one hand and the agency/firm awarded the Contract on the other hand, arising out on account of scope of the work and other mandatory liabilities as stated in the Tender Document/ Contract Agreement, the dispute shall be referred to an Arbitrator as per Arbitration and Reconciliation Act 1996, in Allahabad jurisdiction.



THIS AGREEMENT will take effect from Two thousand Seventeen and shall be valid for one year.

IN WITNESS WHERE OF both the parties here to have caused there respective common seals to be here into affixed / (or have here into set the irrespective hands and seals) the day and year mentioned above in Allahabad in the presence of the witness:

For and on behalf on the "Agency"

For and on behalf of the "NSSO(FOD)"

Signature of the authorized Official

Signature of the authorized Official

Name of the Official

Name of the Official

Stamp / Seal of the " Agency"

Stamp / Seal of the "NSSO(FOD)"

SIGNED, SEALED AND DELIVERED

SIGNED,SEALED AND DELIVERED

By the said

By the said

Name.....
on behalf of the "Agency" in presence of

Name.....
on behalf of the "NSSO"(FOD)in
presence of

Witness.....

Witness.....

Name.....

Name.....

Address.....

Address.....

