



NATIONAL INSTITUTE OF SIDDHA
Department of AYUSH
MINISTRY OF HEALTH & FAMILY WELFARE
GOVERNMENT OF INDIA
TAMBARAM SANATORIUM, CHENNAI -600 047



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Sl.No.

TENDER FOR SECURITY SERVICES
(Tender Notification No.NIS/1-65/Adm/Security/2010)

TENDER ISSUED TO : _____

LAST DATE OF RECEIPT OF TENDER: at 02.00 pm on 15.03.2010

OPENING OF TENDER : AT 3.00 PM ON 16.03.2010

COST : Rs.1050/-
Director
National Institute of Siddha
Chennai -600 047.

TENDER FOR PROVIDING SECURITY SERVICES
PART – 1

GENERAL INSTRUCTION TO TENDERER

1. GENERAL

- a. Sealed Tenders are invited by Director, National Institute of Siddha, Chennai, 600 047 from the eligible and reputed Security Agencies for providing Security Services to National Institute of Siddha, Tambaram, Sanatorium, Chennai 600 047.
- b. This Tender for ‘Security Guards’ is a Job contract and the tenderers are instructed to quote LUMPSUM amount Per month.
- c. The security Agency should have Annual Turn Over of atleast Rs.20 Lakhs and above. They should also enclose their Bank Statement to this effect for the Financial Year 2008-09.
- d. The Security Agency who has experience in providing security services to Govt. Institution/Semi Govt. Institution/Hospitals shall be preferred. They should enclose necessary certificate from their clients about their performance for consideration.

2. TENDER DOCUMENT

- a. The tenderer requiring further information or clarification on the tender document may contact the Director, National Institute of Siddha up to the closing date during office hours only.
- b. The tenderer must fill and submit the tender document without making any additions or alteration in the tender documents. Incomplete tenders and those submitted not as per the instruction are liable to be rejected.
- c. The tender shall be submitted in a sealed cover with the name of job (Tender for Security Services) super scribed over it. The name and address of the Tenderer shall be written on the bottom left hand corner of the envelope. The tender shall be addressed to ‘the Director, National Institute of Siddha, Tambaram Sanatorium, Chennai 600 047.
- d. The sealed envelop shall contain the following:
 - i. Tender document duly filled and signed.
 - ii. Crossed Demand Draft for Earnest Money Deposit.
 - iii. Copy of labour License
 - iv. PAN Number and copy of latest Income Tax return.
 - v. UP to date income tax clearance certificate from Income Tax Officer
 - vi. Service Tax Number
 - vii. Copy of Profession Tax License.

- viii. EPF registration Number /Account
 - ix. ESIC Registration Number /Account
 - x. Experience Certificate /Company's profile
 - xi. List of Clients.
3. All pages of tender document including various annexure shall be signed and stamped at the lower right hand corner and wherever required by the tenderer.

4. EARNEST MONEY DEPOSIT (EMD)

- a. The tenderer shall pay a sum of Rs.10,000/- (Rupees Ten Thousand Only) towards Earnest Money Deposit (EMD) along with the tender in the form of Crossed Demand Draft payable to Director, National Institute of Siddha, Chennai .
- b. The EMD of the tenderer shall be forfeited to NIS without prejudice to any other right or remedies
 - i. If the tenderer withdraws his tender during the specified period of tender validity.
 - ii. If, after acceptance of his tender, the tenderer fails to take up the job.
 - iii. If, the tenderer fails to sign the contract in accordance with the terms and conditions of the contract.
 - iv. If, after acceptance of his tender, the tenderer fails to furnish the balance of Security Deposit.
 - v. If, after acceptance of his tender, the tenderer fails to commence the work within the stipulated time period.
- c. The tenders received without EMD in the prescribed form shall be rejected.

5. PERIOD OF CONTRACT

- a. The present contract is for a period of one year. However, the contract can be extended, based on the performance of the services, for a period of another one year or less as decided by the Director, National Institute of Siddha.

6. OPENING OF THE TENDER

- a. At the advertised time and date, the tenders received shall be opened, in the presence of the intended tenderers, at the Administrative Block of National Institute of Siddha and where practicable the name so the tenderers and the rates quoted by them will be read out. If the advertised date is declared holiday, the tenders will be opened on the next working day at 1600 Hrs.

7. RIGHT OF NIS TO DEAL WITH TENDERS.

- a. The right of acceptance of the tender will rest the Director, National Institute of Siddha, Chennai who does not bind himself to accept the lowest tender, and reserves to himself the authority to reject any or

all of the tenders received without assigning any reasons whatsoever. Wherever the tender in which any of the prescribed conditions is not fulfilled or incomplete in any respect is liable to be rejected without assigning the reasons. No correspondence shall be entertained in this regard.

8. AWARD OF WORK

- a. NIS will notify the successful tenderer in writing by a registered letter or by Tele fax to be confirmed that his/her tender has been accepted.

9. SIGNING OF CONTRACT

- a. The successful tenderer has to sign the agreement deed (which will be supplied by this Institute) on non – judicial stamp paper of value of Rs.100/- within 7 days from the receipt of offer of contract. The successful tenderer has to arrange the stamp paper at his /her own cost.

10. SECURITY DEPOSIT

- a. The successful bidder will be required to furnish a bank guarantee/FDR in the name of the Director, National Institute of Siddha Chennai for the amount of 10% of the total tendered amount (for 12 months) as a security deposit before commencing the work for due discharge of obligations under the contract. Security Deposit will remain with the Institute as long as the contract is in force. The security amount fully or in part is liable to be forfeited in case the agency commits breach of any of the conditions mentioned above. If not forfeited, the security money is liable to be refunded to the agency on the expiry of the contract period.

11. OTHER INFORMATION:

- a. Tenderers shall quote the rates as LUMPSUM amount Per month in proper tender form. The quoted rates must be inclusive of wages, profit, PF, ESI, Service Tax, etc.,
- b. The contractors should write in figures as well as in words the rate and amount tendered by them.
- c. The tender documents are not transferable.
- d. Non-compliance with any of the conditions set forth here above is liable to result in the tender being rejected.
- e. The security persons supplied should be able to carry out their duties and they should not be less than 18 years of age.
- f. The tenderers shall submit list/lists of Department where they are already engaged in such type of job.
- g. On acceptance of the tender, the agency/contractor shall communicate the name(s) of his authorized representative(s), if any who would be in touch with the Security in charge of this Institute for executive the day to day works.

12. IMPORTANT DATES AND INSTRUCTIONS.

Last date of submission of filled Tender Forms 15.03.2010

The tender will be opened at 1500 Hrs on 16.03.2010 at Administrative Block of National Institute of Siddha, Tambaram Sanatorium, Chennai -600 047.

PART –II

1. TERMS AND CONDITIONS OF THE CONTRACT:

- a. The security agency shall carry out the security and watch and ward at National Institute of Siddha, Tambaram, Sanatorium, Chennai 600 047 as per the requirements and instruction given to them by the authorities from time to time for a period of one year w.e.f. Until further orders. The contract shall be extended for a period of another one year or less based on the merit of performance of the agency. The rate will not be revised during the extension of Security Services.
- b. A list showing the jobs to be carried out by the Security agency is attached as Annexure .I. However, these are only guidelines. Additional jobs or modifications in the job will be carried out with the approval of the authorities of the Institute
- c. The security agency shall tender the services on the job contract basis at the rate which includes PF contribution, ESI contribution, tax and any other statutory provisions and liabilities discharged by the security agency.
- d. Security guards to be deployed shall be preferably ex-servicemen with robust health and clean records preferably within age group of below 45. the watch and ward will be round the clock and days of the week and shall be changed as per the requirement of first party/from time to time. In case there is any change in employment of the Security Guard, such change shall be intimated to the security agency in writing well in advance.
- e. The security agency shall employ their own staff/ employees as may be required for the purpose of execution and supervision of the work which shall be subject to approval of the Institute authorities.

- f. The security agency must agree to discharge all their legal obligations of their employees in respect of their wages and other service conditions and shall also comply with all the rules and regulations and provision of law in force that may be applicable to them from time to time, viz statutory obligations under Contract Labours (Regulation & Abolition) Act 1970, Minimum Wages Act, Workmen's Compensation Act, EPF & MP Act, Industrial Dispute Act et.c, The security agency should agree to indemnify and keep indemnified the NIS from any claims, loss or damages that may be caused to the Institute on account of the Security Agency's failure to comply with their staff/ employees employed by them or any loss or damage to the Institute.
- g. The Security agency must provide the Provident Fund number allotted to their security guards vide Form 5 and Form of EPFO. The copy of the ESI card of the employees working under the security agency shall be submitted to this Institute. Also the Annual returns of PF for the year 2008-09 and Half yearly returns submitted to the ESIC office for the year 2008-09 shall be submitted to this Institute. The agency should submit proof of remittance of PF and ESI deduction and contribution of the agency every month.
- h. The stationery items like registers, scales, writing pads, pencils staplers, etc., will not be provided by the Institute and Uniforms shall not be washed in the Institute premises. The uniform of the Security Personnel and other related items as mentioned above will be provided by the Security Agency. The Institute will pay only the amount as quoted by the Agency in the Financial Bid Part III in this Tender document.
- i. The security agency shall submit their bills after the completion of each month during the first week of the following months of the services rendered previous months to the Director, National Institute of Siddha. The payment will be made by Cross cheque on receipt of the confirmation regarding satisfactory execution of services by the officer authorized for this purpose. In case, the services are not provided up to the satisfaction of the authorities, suitable deduction will be made from the payment at the discretion of the Director, National Institute of Siddha, whose decision shall be final and binding on the security agency.
- j. The security agency should agree to get all the security staff members and their employees insured against any liability arising under the workman's compensation act or under the common law. The security agency must agree to indemnify against any claim

that the Institute may have to meet in respect of their staff members and / or workman/employees on account of any accident or for any other reason.

- k. It is further clarified that under no circumstances, the staff members and /or the workmen / employees of the security agency shall be treated, regarded or considered or deemed to the employees of the Institute and the security agency alone shall be responsible for their remuneration, wages and to their benefits and services conditions of all the employees deployed by the agency and shall indemnify and keep indemnified the Institute against any claim that may have to meet towards the employees of the security agency.

- l. The security agency must ensure that no theft or damages to the Institute property take place during the tenancy of the service contract of the security agency. In case any theft or damage to the Institute (NIS) occurs during the service contract period with the security agency due to the negligence of the security staff/ employees of the security agency, the security agency shall be held responsible for such losses and damages, if after a properly constituted enquiry (consisting of two members of the Institute (NIS) and one member of other security agency) come to the conclusion that the loss is attributable to the negligence on part of security personnel of the security agency. The security agency shall attend all the police cases from time to time during the contract period, if required.

- m. The security agency will provide the security services at the rates mentioned in the Financial Bid Part III in this Tender document for round the clock security services in three shifts running from 6.00 am to 2.00 pm, 2.00pm to 10.00 pm., 10.00pm to 06.00 am. The Security supervisor of the security agency should be present to supervise the security work on daily basis and randomly check the duties of security guards and random visit records should be maintained.

- n. If any question or dispute arises between the parties hereto or their representatives with respect to the meaning or effect of any clauses of this agreement or about the rights of liabilities of the parties hereto, then such a question or dispute shall be referred to the arbitrator and such arbitrator shall be appointed by the Institute (NIS) and his awards shall be governed by the provisions of the Arbitration & Conciliation Act 1996 for the time being in force in India Union and shall be binding on both the parties hereto .

2. The Contract shall be terminated in case of following contingencies:-

- a. If the Security agency fails to executive the work entrusted to the satisfaction of the Institute (NIS) of which the Institute (NIS) shall be the sole judge.
- b. If the security agency fails to discharge their legal obligations towards the employees security personnel employed at Institute (NIS) premises.
- c. If for any reason whatsoever, the security agency is not able to perform their part under this agreement for continuous period of ten days or more.
- d. If the security agency commits breach or any of the clauses of the agreement.
- e. If the Institute (NIS) is required to pay any damages and / or compensation and /or any payment to their customers/visitors on account of any negligent action and / or misbehavior on part of the security agency.
- f. If the security agency is unable to give proper account of tools, equipments etc., entrusted to them for their custody and fail to return when demanded for the execution of work under this agreement.

3. PENALTY CLAUSE:

- a. The security supervisors and security Guards on duty must possess cap. Proper uniform, lathi, whistle, torch light, name badge, shoes and identity card etc.,
- b. No security Supervisor/security Guards perform double duty. In case if they are found performing double duty or remain absent from the duty a penalty of double the wage shall be recovered from the security bill.
- c. A daily list of security supervisor and security guards on duty should be provided to this office.
- d. A detailed list of security supervisor and security guards along with their photographs attested by the agency including permanent address should be provided to the office for record before taking over the charge of security.

4. The guards should be healthy, desirable physique and proper experience and may be shuffled from time to time.
5. The guards must have the working knowledge of Tamil and English.
6. The guards should perform one shift per day, double duties are not allowed.
7. The guard should not develop social relationship with NIS staff.
8. The guard should be provided with uniforms, Whistle, torch, lathi etc.,
9. The guards should wear neat uniform while on duty along with identify card.
10. They should not leave the duty point unless and until the reliever comes for shift duties.
11. The security supervisor will maintain all the registers which are kept at main gate and other points.
12. They have to verify all the Blocks, OP/IP, Laboratory, Teaching & Administrative, and Library Block after office hours to ensure as to whether all buildings are locked properly.
13. From 10.00pm to 06.00 am one security supervisor must be on patrolling duty in the campus by rotation and while patrolling he should check all the buildings locks including pump houses.
14. They should not give lenient or casual impressions in the duties and they should be alert and attentive.
15. They should observe movement of all the staff, labourers and visitors etc.,
16. It shall be ensured that all the vehicles are parked in the parking area only. A register should be maintained for recording members of vehicle coming inside and getting out from the institute.
17. Proper entries are to be made while handing over key to any staff of NIS and while taking over too.

18. The security personnel follow strict attendance and alternative arrangements are to be made by the agency whenever any security supervisor / security guards going on leave under intimation to this office.
19. Changing of security supervisor /security guards should be intimated to the care taker.
20. Patrolling to the identified sensitive point to be carried out every hour in the night.
21. The security staff should follow codal formalities and disciplines of security system while on duty.
22. The security personnel should ensure that proper gate pass has been issued by the competent officer for the items taken out of the campus. In case of any doubts, they should immediately contact officer in – charge security.
23. NIS shall not provide any residential accommodation in the premises of National Institute of Siddha to any security guard /supervisor.
24. The security agency shall be responsible for and shall pay any compensation to his workmen/ guards under the workmen's compensation act 1923 (VII of 1923) for injuries caused to the workmen in any type of accident of whatsoever during the duty hours.
25. Successful bidder has to sign an agreement deed on Indian Non judicial stamp paper of appropriate value as per the rate prevalent in this state in a proper format. (which will be supplied later to the successful bidder)

PART –III
FINANCIAL BID

Note:- 1. The tenderer should carefully read the nature of the duties and services which are mentioned in Annexure – I.

Sl.No	Category	Rate/per Month/Rs. (8hrs Shift)	Total Amount
1.	<u>Security Guards required 17 Nos.</u> (16 Guards are to be posted in all the three shifts and 1 Security Guard in general shift on all working days in Admin Block . (9.30 am to 6.00 pm)		
2.	Service Tax		
3.	Net payable every month during the contract period for the above total strength.		

(note: The number of security guards to be deployed may increase depending upon the requirement.)

Date:

Seal:

Signature of the Contractor

Annexure : -1

Brief Description of Nature of Duties / Responsibilities of Security Guards and Security Agency.

1. The guards should be healthy, desirable physique and proper experience and may be shuffled from time to time.
2. The guards must have the working knowledge of Tamil and English.
3. The guards should perform one shift per day, double duties are not allowed.
4. The guard should not develop social relationship with NIS staff.
5. The guard should be provided with uniforms, Whistle, torch, lathi etc.,
6. The guards should wear neat uniform while on duty along with identify card.
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18. The security staff should follow codal formalities and disciplines of security system while on duty.
19. The security personnel should ensure that proper gate pass has been issued by the competent officer for the items taken out of the campus. In case of any doubts, they should immediately contact officer in – charge security.

It is the responsibility of the security agency to safeguard the properties of the entire campus and facilities developed at this Institute.

Annexure : II

An Undertaking to be signed by the Contractor.

To,
The Director
National Institute of Siddha,
Tambaram, Sanatorium,
Chennai 600 047.

Sir,

1. Having examined the tender document thoroughly including instruction to Tenderer's conditions of contract, mode of payment, schedule of contract, quantities and Annexure etc., we, the undersigned offer to execute and complete the works, if we are awarded the job.
2. We undertake, if our Tender is accepted to commence the works within seven days of issue of acceptance letter to commence works comprised in the contract.
3. If our tender is accepted, we will furnish the security Pdeposit as per the terms and conditions mentioned in the Tender Document.
4. Unless and until an agreement is prepared and executed, the tender together with your written acceptance thereof, shall constitute a binding contract between us, but without prejudice to your right to withdraw such acceptance.
5. We understand that you are not bound to accept the lowest or any tender you may receive.
6. We hereby agree and accept all the terms and conditions mentioned in the tender document. We also abide by and fulfill all the terms and provisions of the conditions of the contract, and in default thereof to and pay to NIS the sums of money mentioned in the said conditions.

(Signature of the Tenderer)

Date:

Seal: