



ICAR - SUGARCANE BREEDING INSTITUTE
COIMBATORE - 641 007
TAMILNADU

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**NOTICE INVITING TENDER THROUGH GOVERNMENT e-MARKETING (GeM)
TOWARDS THE CONTRACT FOR PROVIDING EX SERVICEMEN SECURITY
GUARDS (15 Nos.) FOR A PERIOD OF ONE YEAR AT ICAR-SUGARCANE
BREEDING INSTITUTE, COIMBATORE - 641007, TAMILNADU**

Online Bids, under two bid systems, on behalf of the Director, ICAR-Sugarcane Breeding Institute, Coimbatore - 641007 is invited from interested registered/well-established/reputed manpower service providers through GeM towards the contract for providing **Security Guards (15 Nos.)** at the ICAR- Sugarcane Breeding Institute, Coimbatore - 641007, (Tamilnadu). The detail of tender is enumerated in the following annexure. Please read the annexure attached with it before bidding.

Annexure-I - "Terms and Conditions"

Annexure II - "Scope of Work"

IMPORTANT NOTES: -

- I. **Bids received on GeM portal only will be considered. Bids in any other form sent through sealed cover/email/post/fax etc. will be rejected.**
- II. **Earnest Money Deposit: The interested firms are required to deposit (in original) an Earnest Money Deposit (EMD) of Rs. 1,33,000/- (Rupees one lakh thirty three thousand only) in the form of Demand Draft along with the Tender Documents from any of the Nationalized Bank in favour of the Director, ICAR – Sugarcane Breeding Institute payable at Coimbatore may be sent to The Administrative Officer, ICAR-Sugarcane Breeding Institute, Coimbatore – 641007, (Tamilnadu) on or before bids submission closing date. EMD will be refunded after award of contract without any interest thereon and the forfeiture of the same will be as per the rules. **Quotations received without EMD will not be considered.****
- III. ICAR – SBI, Coimbatore reserves the right to accept / reject any or all the tenders in part / full without assigning any reason thereof.
- IV. Any change / corrigendum/ extension of opening date in respect of this tender shall be issued through websites only and no press notification will be issued in this regard. Bidders are therefore requested to regularly visit our website for updates.
- V. In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time. The Institute reserves the right to accept or reject any or all the tenders.

The bidders are required to furnish / upload copies of documents detailed at Annexure II and also furnish the undertaking as below:

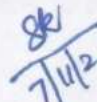
We agree to supply the above goods and allied services. We confirm that the same will meet the description, specification and other technical details as required in the tender enquiry.

We conform that we agree to all other terms and conditions of your tender enquiry including the terms of delivery, period of delivery and warranty provision.

We have furnished all the information, as required in the tender enquiry and attached the relevant documents.

(In case a tenderer desires to put some additional/modified stipulations, terms and conditions etc. the same may be clearly indicated).


ADMINISTRATIVE OFFICER


7/11/24


7/11/24

TERMS AND CONDITIONS

- 1) The terms and conditions of the contract are those contained in the general conditions of contract applicable to the contracts placed by the ICAR- Sugarcane Breeding Institute, Coimbatore as detailed in the tender forms and its schedules. Please submit your rates in the tenders form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.
- 2) The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not resile from his offer or modify the terms and conditions thereof. If the tenderer fails to observe and comply with the foregoing stipulations the aforesaid amount of EMD will be forfeited and he will not be allowed to participate in any tender floated by the ICAR- Sugarcane Breeding Institute, Coimbatore for 2 years. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer will be refunded to him after he has applied for the same, in the manner prescribed by the Institute.
- 3) If a tenderer does not accept the offer, after issue of letter of award by ICAR- Sugarcane Breeding Institute, Coimbatore within 15 (Fifteen) days, the offer made shall be deemed to be withdrawn without any notice & earnest money will be forfeited.
- 4) Bids are invited under two-bid system (Technical bids and financial bids). Both technical and financial bids may be uploaded separately. After evaluation of technical bid, the financial bid will be opened. Financial bid will be opened only in respect of those tenders who qualify technically.
- 5) An amount equivalent to 3% of the annual value of contract is to be deposited by the selected agency/ successful tenderer as Performance Security Deposit on receipt of a communication from the ICAR- Sugarcane Breeding Institute, Coimbatore. In the event of non-deposition of the same, the earnest money will be forfeited.
- 6) No interest on security deposit and earnest money deposit shall be paid by the ICAR- Sugarcane Breeding Institute, Coimbatore to the tenderer.
- 7) The rates of Service Charges quoted by the Agency is fixed during the period of the contract and no request for any change / modification shall be entertained. While quoting the Service Charges, the firm must make provision for all the overhead expenditure involved in providing the services.
- 8) The Director, ICAR- Sugarcane Breeding Institute, Coimbatore reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the ICAR- SBI, Coimbatore for any justifiable reasons and it is not mandatory to be communicated to the tenderer.

- 9) Decision of the Director, ICAR- Sugarcane Breeding Institute, Coimbatore shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any, on the contract will be settled at his level by mutual consultation and in case of failure or settlement dispute shall be referred to the sole arbitrator to be appointed by the Director, ICAR- Sugarcane Breeding Institute, Coimbatore. The decision of the sole arbitrator so appointed shall be final and binding on the parties. Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time.
- 10) Acceptance by the ICAR- Sugarcane Breeding Institute, Coimbatore will be communicated by fax/email, express letter or any other form of communication or uploaded on the portal. Formal letter of acceptance and work order of the tenderer will be forwarded as soon as possible, but the earlier instructions in the fax/email, express letter etc. should be acted upon immediately.
- 11) The ICAR- Sugarcane Breeding Institute, Coimbatore does not pledge itself to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders whole or in part keeping in view valid reasons. Conditional tenders will not be accepted.
- 12) The ICAR- Sugarcane Breeding Institute, Coimbatore reserves the right to modify any of the terms and conditions of the contract as mentioned in further annexures of this document, at its discretion, in the interest of the job/work.
- 13) Monthly wages to be paid to the contractual manpower as per monthly minimum wages prescribed by the Ministry of Labour & Employment, Office of the Chief Labour Commissioner (C), New Delhi vide Order No. 1 / 27(6)/ 2024-LS-II dated 25.09.2024. Difference of wages, if any due to increase in minimum wages as notified during the period of contract will be reimbursed as per rules on production of necessary documentary evidence. The tendering agency shall be responsible for compliance of all statutory provisions relating to minimum wages, EPF & ESI in respect of personnel deployed by it to this office. The agency shall certify that they have complied with all the statutory obligations in each bill submitted.
- 14) The offers/bids which are not in compliance of Minimum wages Act and Labour laws will be treated as invalid.
- 15) The GST, Income tax or any other tax which is as per the rules of the Govt. of India, Tamil Nadu will be deducted at source from monthly bills of the successful tenderer, as per rules/ instructions made applicable from time to time by government.
- 16) Two percent (2.0%) of the total billed amount will be deducted towards TDS on GST and IT the same will be remitted to the Department concerned.
- 17) In accordance with O.M. No. 29(1)/2014-PPD dated 28.01.2014 of Department of Expenditure, Ministry of Finance, bids quoting 'Nil' charges/consideration shall be treated as unresponsive bid and it will not be considered. If service charges are quoted less than or equal to the TDS it will be treated as nil charges/ consideration.
- 18) The guards deployed should be Ex-servicemen security guards with good health and belong to the age group between 35 to 60 years.

- 19) The staff shall follow strict attendance and alternative arrangements are to be made by the agency whenever any of staff goes on leave under intimation to this office.
- 20) Changing of staff shall be with the approval of the Director, ICAR- Sugarcane Breeding Institute, Coimbatore.
- 21) The staff deployed by the contractor should maintain secrecy and discipline in the premises of the Institute.
- 22) The staff provided should be capable of reading and writing.
- 23) Uniform with colour specifications and pattern approved by ICAR – Sugarcane Breeding Institute, Coimbatore and whistle, torch, lathi etc. should be supplied by the contractor to workers at his own cost and it should be ensured that the working staff etc. are in proper uniform with ID cards while on duty.
- 24) Security Guards deployed should verify all the office building and all the rooms after 05.30 PM to ensure as to whether all the rooms are locked properly.
- 25) The staff deployed by the Contractor should ensure that proper gate pass has been issued by the competent officers of the Institute for the items taken out of the campus. In case of any doubts, they should immediately contact the Officer-in-charge, Security before allowing exit of the items.
- 26) Entry of outsider's vehicle should be restricted. Vehicles may be permitted to enter into the campus after making proper entries in the register kept in the gates. The vehicle should be checked by the staff of the contractor while coming in and going out.
- 27) The Director, ICAR- Sugarcane Breeding Institute, Coimbatore reserves the right to reject any or all quotations in whole or in part assigning reasons therefore. The decision of the Director, ICAR- Sugarcane Breeding Institute, Coimbatore shall be final and binding on the contractor/ agency in respect of clauses covered under the contract.
- 28) The staff provided shall maintain discipline in the premises of ICAR- Sugarcane Breeding Institute, Coimbatore – 641007.
- 29) **The agreement is terminable with one month notice** on either side. In case of termination of this contract on its expiry or otherwise, the personnel deployed by the service provider shall not be entitled to and have no claim for any absorption in the regular/otherwise capacity in ICAR- Sugarcane Breeding Institute, Coimbatore.
- 30) The contractor shall not sublet the work.
- 31) The contractor should keep a complaint register with his supervisor, and it shall be open to verification by the authorized officer of ICAR – Sugarcane Breeding Institute, Coimbatore for the purpose. All complaints should be immediately attended to by the Agency.
- 32) The contractor or his workers shall not misuse the premises allotted to them for any

purpose other than for which the contract is awarded.

- 33) The personnel so provided by the agency under this contract will not be the employees of the ICAR- Sugarcane Breeding Institute, Coimbatore and there will be no employer-employee relationship between the ICAR- Sugarcane Breeding Institute, Coimbatore and the persons so engaged by the contractor in the aforesaid services. They shall be employees of the contractor for all purposes.
- 34) **Payment for service contract will be made monthly upon submission of pre-receipted bill along with attendance sheets of the manpower, payment vouchers duly signed by contractual employees and EPF/ESIC challans for submission of EPF/ESIC contribution. The contractor shall submit a certificate along with bill that all the statutory obligations have been complied with by him.**
- 35) The proof of payment statutory obligations such as ESI, EPF etc. and any other applicable taxes accompanied by form 32A must be furnished by the agency indicating the names of the employees and the amount deposited in respect of each, failing which subsequent payment to the agency shall be withheld. The monthly bills to be attached along with the enclosures of proof of payment of EPF/ ESI with the list of personnel engaged and their UAN (Universal Account Number) for every month during the contract period.
- 36) **The amount as shown in the challan of EPF / ESI must tally with the total deduction from the bills claimed, failing which the payment on this account is liable to be withheld for which the sole responsibility shall rest with the contractor / agency.**
- 37) The agency shall furnish the details of disbursement made to the staff indicating the bills amount received from the Institute against each individual, amount deducted on account of statutory deductions such as ESI, EPF etc. as employee share of the net amount paid to each individual with duly supported documents before presenting the claim for the next month.
- 38) The selected agency shall provide the necessary personnel at the ICAR- Sugarcane Breeding Institute, Coimbatore as per labour laws prevalent in the Govt. of India. The agency shall employ reliable persons with good health. In case any of the personnel so provided is not found suitable by the ICAR- Sugarcane Breeding Institute, Coimbatore, the ICAR- Sugarcane Breeding Institute, Coimbatore shall have the right to ask for replacement without giving any reason thereof and the agency shall have to replace such personnel immediately.
- 39) The service provider agency shall be solely responsible for the redressal of grievances/resolution of dispute related to personnel deployed and ICAR- Sugarcane Breeding Institute, Coimbatore shall in no way be responsible for settlement of such issues whatsoever.

- 40) The contractor/agency will furnish to the ICAR- Sugarcane Breeding Institute, Coimbatore the full particulars of the personnel sponsored, including details like name, father's name, age, photograph, permanent address, telephone number etc. and will also ensure the verification of the antecedents of such personnel from police and also ensure that they possess the requisite academic/technical qualifications and experience for rendering the requisite services to the ICAR- Sugarcane Breeding Institute, Coimbatore.
- 41) The tendering agency shall be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Institute to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- 42) The personnel provided shall be under the direct control and supervision of the contractor/agency. However, they shall comply with the oral and written instructions given on day to day basis, by the officer(s) authorized by the ICAR- Sugarcane Breeding Institute, Coimbatore from time to time. They will be bound by office timings, duty, placement, locations etc., as decided by the ICAR- Sugarcane Breeding Institute, Coimbatore.
- 43) The contractor/agency shall make payment of remuneration/wages to its personnel **before 7th of every month** through bank account transfer and the bank statement of wages transaction should be attached with bill. After making the payment, the Contractor shall raise the bill on the ICAR- Sugarcane Breeding Institute, Coimbatore for payment of the settled amount. They will submit to the ICAR- Sugarcane Breeding Institute, Coimbatore a copy of the payment vouchers duly signed by the workers for each month along with copy of challans for submission of EPF/ESIC contribution.
- 44) The payment of bills submitted by the contractor will be made within 15 days if found to be in order as far as possible. However, the payment to the personnel engaged need to be made atleast for 2 months without waiting for the release of the payment from the Institute (in exceptional case)
- 45) In case of breach of any terms and conditions attached to this contract, the security deposit of the contracting agency will be liable to be forfeited by the ICAR- Sugarcane Breeding Institute, Coimbatore besides annulment of the contract.
- 46) The wages paid to the deployed staff in ICAR – Sugarcane Breeding Institute, Coimbatore through the Agency / Contractor should not be less than the minimum wages.
- 47) If any staff left the office/work for longer period, it is required to inform ICAR- Sugarcane Breeding Institute, Coimbatore well in advance and suitable replacement should be arranged in advance. If any staff so deployed in the office is prepare to leave permanently, the staff as well as contractor should inform the office in advance and suitable replacement should be sent by the contractor.
- 48) The staff so deployed in the office, will not damage/manipulate any of the official property, failing which appropriate penalty/action as decided by the competent authority will be imposed upon contractor.

49) EPF/ESIC etc. will be applicable as per the regulation of EPF/ESIC department.

50) **LIQUIDATED DAMAGES CLAUSES:**

- (i) Any damage / or financial loss caused to the Institute due to negligence or dereliction of duty or the part of the contractor and / or his staff deployed at the premises shall be made good by the Contractor by effecting recovery from his monthly bill or from security deposit or by raising a separate claim.
- (ii) Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.
- (iii) If the required number of workers/supervisor are less than the minimum required as a penalty of Rs. 300/- per worker per day will be deducted from the bill.

The Director, ICAR- Sugarcane Breeding Institute reserves the right to reject any or all tenders in whole or in part assigning reasons therefore. The decision of the Director, ICAR- Sugarcane Breeding Institute shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

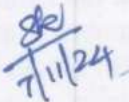

1. **Damage Charges:** A realization of only two days will be allowed to the deployed staff based on the genuine health reason for self and subject to production of genuine medical certificate. This relaxation should not become a practice. This will be allowed in rare circumstances and subject to prior information, consideration and approval of Competent Authority of ICAR- Sugarcane Breeding Institute. If above fulfilled, the damage clause for 02 days will be relaxed. Within these 02 days the firm is liable to send replacement. If replacement not joins within two days, the damage clause @ Rs. 300/- per day per worker will be imposed for whole absence period without relaxing two days and will be deducted from the bill.
2. **Commission from the deployed staff:** The firm shall not levy any commission in any form by any name from the deployed staff. If it is noticed that the firm is levying the commission from the staff, action will be taken accordingly which include legal action, forfeiture of performance security, cancellation of tender and blacklisting of the firm.

51) The following document/vouchers are required to be uploaded with the technical bid:-

- (a) Registration Certificate of the Firm / Company under Govt. of Tamilnadu (or) Registration Certificate under the Shops & Establishment act of the Government of Tamilnadu.
- (b) Minimum turnover of the firm should not be less than Rs. 10,00,000/- (Rupees ten lakhs only) during the last financial year. Certified copy of last year balance sheet & Profit and Loss Account of the firm certified by chartered accountant may be provided in support.
- (c) Experience of the firm in the field of providing such services in Central Govt. establishments/ autonomous bodies of Govt. of India/corporations of Govt. of India/ reputed public or private organizations for one year, is to be enclosed in tabular form.
- (d) Duly certified copies of the satisfactory services where the tenderer is providing the services for the one year.

- (e) The Contractor / agency must be in possession of a valid license complying with Private Security Agencies (Regulation) Act 2005 from the respective State Controlling Authority.
 - (f) The company/firm/agency should be registered with appropriate authorities under EPF & ESIC Act (a copy may be uploaded).
 - (g) Provide the details of number of staff/ supervisors registered under ESI & EPF separately. **Minimum 15 Nos. (Staff/Supervisors) is required with their ESI & EPF contributions.** Documentary proof of vouchers for remittance of ESI & EPF alongwith details of staff may be attached separately
 - (h) The firm/agency/company should possess Income Tax PAN and GST Registration Certificate (Copy of PAN and GST Certificate should be attached / uploaded).
- 52) Successful tenderer will have to enter into a detailed contract agreement with ICAR- SBI on non- judicial stamp paper of Rs. 100/- (One hundred only) for the work.


ADMINISTRATIVE OFFICER


7/11/24. 
7/10/2024

SCOPE OF WORK

The following Security Points required at ICAR – Sugarcane Breeding Institute, Coimbatore.

1. Main building – 3 Shifts.
2. East Gate – 3 Shifts
3. West Gate – 3 Shifts
4. Addl. Land – 3 Shifts
5. ECC – 3 Shifts.

Watch and ward duty in Main Campus, Addl. Land, ECC Campus for three shifts per day (preferably 6 AM to 2 PM, 2 PM to 10 PM and 10 PM to 6 AM on next day) recording vehicle movement, Patrolling in field areas etc. The Guard's presence to be clearly visible so that this will deter the un-authorized personnel trying to tress-pass / encroach. The entry of vehicle and personnel are to be checked / verified prior to permitting entry. Un-authorized vehicles and personnel are not to be allowed. The stores and materials are to be verified against the voucher, entry/exit pass, prior to it being taken in or out of the Institute Campus. **Natural calamities like flooding in the field, falling of boundary walls, etc, when noticed are to be reported.** The entry of contractors and his workers are to be verified. Any staff / workers / outside agency carrying the farm produce or auctioned materials like fire wood / old unserviceable item are to be in possession of vouchers. Any violations are not to be permitted and immediately reported to Security Supervisor / Officer-in-charge (Estate).

The following document/vouchers are required to be uploaded with the technical bid:-

(i)	Registration Certificate of the Firm / Company under Govt. of Tamilnadu (or) Registration Certificate under the Shops & Establishment act of the Government of Tamilnadu.
(ii)	Minimum turnover of the firm not less than Rs. 10,00,000/- (Rupees ten lakhs only) during the last financial year. Certified balance sheet & Profit and Loss Account of the firm for last year certified by chartered accountant may be provided in support.
(iii)	Experience of the firm in the field of providing such services in Central Govt. establishments/ autonomous bodies of Govt. of India/corporations of Govt. of India/ reputed public or private organizations for one year, with details in enclosed tabular form.
(iv)	Duly certified copies of the satisfactory services where the tenderer is providing the services for the one year.
(v)	The Contractor / agency must be in possession of a valid license complying with Private Security Agencies (Regulation) Act 2005 from the respective State Controlling Authority.
(vi)	The company/firm/agency should be registered with appropriate authorities under EPF & ESIC Act (a copy may be uploaded).
(vii)	Provide the details of number of staff/ supervisors registered under ESI & EPF separately. Documentary proof of vouchers for remittance of ESI & EPF may be attached separately.
(viii)	The firm/agency/company should possess an Income Tax PAN and GST Registration Certificate (Copy of PAN and GST registration Certificate should be attached/ uploaded)

ADMINISTRATIVE OFFICER *in*

[Signature]
7/11/24