

## NATIONAL RESEARCH CENTRE FOR BANANA

(Indian Council of Agricultural Research)

Thogamalai Road, Thayanur Post,  
Tiruchirapalli – 620 102. Tamil Nadu.

F.No: 30(6)/2016-SP/

Date : 19.05.2016

### INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING THE JOB CONTRACT FOR PROVIDING SECURITY SERVICES (WATCH & WARD) AT NATIONAL RESEARCH CENTRE FOR BANANA, TIRUCHIRAPALLI, TAMIL NADU.

Processing Fee (Non-refundable)	Rs.1000/- (Rupees One Thousand Only) to be paid in the form of Demand Draft in favour of “ICAR UNIT – NRCB” payable at Tiruchirapalli.
Last Date and Time for submissions of sealed bids in the tender box at Director’s cell	<b>On 10.06.2016 (Friday) at 02.00 PM</b>
Date and time of opening of Technical bids	<b>On 10.06.2016 (Friday) at 03.00 PM</b>
Date and time of opening of Financial bids	<b>On 17.06.2016 (Friday) at 03.00 PM</b>
Place of opening of bids	Committee Room, NRCB, Trichy
The Tender Document is available at our web-site	<a href="http://www.nrcb.res.in">www.nrcb.res.in</a>
Tender to remain open for acceptance up to	90 days from the date of opening

#### NOTE :

1. The Director, National Research Centre for Banana, Tiruchirapalli at his discretion, can extend the last date / schedules by a fortnight and such extension shall be binding on tenderers.
2. If the date on which the tender is to be opened is declared to be a holiday, the tenders shall be deemed to remain open for acceptance till the next working day.

Dear sirs,

On behalf of the Director, National Research Centre for Banana, Tiruchirapalli sealed tenders are invited for **Annual Job Contract for Watch and Ward (Security Services)** at NRC for Banana, Tiruchirapalli – 620 102. The terms and conditions of the contract which govern the contract to be made are those contained in the general conditions of contract applicable to the contract placed by the ICAR and the special terms and conditions detailed in the tender form and its schedules. Please submit your tender if you are in a position to provide the requisite services in accordance with the requirements stated in the attached schedule.

1. The tender form may be downloaded from the Centre’s website : [www.nrcb.res.in](http://www.nrcb.res.in) and the “**Processing Fee**” of Rs.1,000/- (Rupees One Thousand Only) (Non-refundable) may be

enclosed along with the tender in the form of Demand Draft in favour of “**ICAR UNIT-NRCB**” payable at Tiruchirpalli.

2. An “**Earnest Money**” of Rs.1,00,000/- (Rupees One Lakh Only) must be deposited in the form of Demand Draft in favour of “**ICAR UNIT –NRCB**” and payable at Tiruchirapalli. In no case cheque will be accepted. The tender will not be considered if the earnest money is not sent with the tender.
3. The tender must be submitted as per the details given in **Schedule - I & II**.
4. The tenderer is being permitted to tender in consideration of the stipulation on his / her part that after submitting his / her tender, he / she will not refuse his / her offer or modify the terms and conditions thereof. Should the tenderer fail to observe and comply with the forgoing stipulation, the earnest money will be forfeited by the Centre. 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 / her after he /she applied for the same, in the manner prescribed by the Centre.
5. The schedule – I & II of the tender form should be returned intact and pages should not be detached. In the event of the space provided on the schedule form being insufficient for the required purpose, additional pages may be added. Each additional page must be made in the tender form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter along with the tender.
6. The tender is liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the tender is not filled.
7. The quotation would be evaluated based on the firm’s turnover, experience in providing services to Govt. Deptt. / Undertakings, No. of Guards / Supervisor registered with ESI / EPF, the service charges quoted and actual amount to be paid to Security Guards / Supervisors.
8. The quotation is to be enclosed in Sealed Cover superscribing on the envelop “**Quotation for Security Services**”. Right is reserved to reject outstation tenders. Tender, to be hand delivered, put in the tender box at this Office not later than 2.00 PM on the last date of receipt. **Tender can also be sent by “SPEED POST” but the Centre shall not be liable for late receipt of tenders due to postal delay or other reasons.**
9. The tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the tender. The name and address of the representative who would be attending the opening of the tender on behalf of the firm should be indicated in the tender. Tenderer should state the name and address along with telephone / mobile number of his permanent representative, if any.

10. Acceptance by the Centre will be communicated by Speed Post / Fax / E-mail or any other form of communication. Formal letter of acceptance of the tender will be forwarded as soon as possible, but the earlier instructions in the Speed Post / Fax / E-mail should be acted upon immediately.

Yours faithfully,

*Senior Administrative Officer*  
For Director

**GENERAL INFORMATION AND OTHER TERMS & CONDITIONS OF THE CONTRACT**

1. **BUILDINGS AND THEIR LOCATION :** NRCB Lab & Office Building at Thogamalai Road, NRCB Research Farm at Podhavur and NRCB Residential Complex at Karumandapam, Trichy. The other details are as under : -

S.No.	Description	NRCB Lab cum Office Building	NRCB Research Farm	NRCB Residential Complex.
1.	Area of plot	8 acre	90 acres	2 acres
2.	Number of floors in buildings	3 storeyed – 1 No. Two storeyed – 3 Nos. One storeyed – 1 No.	Single storeyed – 4 Nos.	Type V – 1 No. Type IV – 4 Nos. Type III – 4 Nos. Pump House – 1 No.

2. **MANPOWER REQUIRED**

Security Personnel as per detail below are to be manned for Twenty Four Hours.

No. of Security Supervisor required	No. of Security Guards required
01	21 (including 3 relievers)

3. **SERVICES REQUIRED:**

a. **NRCB Lab cum Office Building :**

- i. Main Entrance Gate of the Building to be manned for 24 hours.
- ii. Unlocking of the buildings in the morning before 08.30 am and locking work of building in the evening hour to be carried out by the security staff of the contractor under the supervision of caretakers.
- iii. In addition, National Flag at top of the buildings at specific locations is to be hoisted and removed per day as per flag code.
- iv. Parking lot & surrounding area have to be manned properly.

b. **NRCB Research Farm :**

- i. Main Entrance of Farm to be manned for 24 hours.
- ii. The entire farm area including banana experimental fields will have to be maintained from security angle.

c. **NRCB Residential complex :**

- i. Two Main Entrances of the Residential Complex are to be manned for 24 hours.
- ii. The campus area including pump house will have to be maintained from security angle.

4. **SERVICES :**

The entire open area and the built up area will have to be maintained from security angle. Complete security of the building and its properties shall vest fully with the approved

contractor who shall be held accountable for any loss of property / material etc. from within the building / campus as per the details given below : -

- a. The selected agency shall provide necessary persons for security services at NRCB Office cum Lab Building, Farm and Residential complex strictly as per the charte of duty and terms and conditions in the tender form. The agency shall provide good and reliable & robust persons and clean record preferably within the age group of 21 to 45 years to carry out the job contract. In case any of the personnel so engaged by the agency is not found suitable by the Centre, the Centre shall have the right to ask for their replacement without giving any reason thereof and the agency shall on receipt of a written communication in this regard will have to replace such persons immediately.
- b. The personnel engaged by the agency for this job contract will not be employee of the Centre and there will be no employer – employee relationship between the Centre and the personnel so engaged by the contractor.
- c. **The agency shall be wholly responsible for making payment of monthly wages and other admissible allowances to the personnel. Minimum wages, as prescribed by the Government of India from time to time shall be payable to the personnel deployed for services to this office by the selected agency.**
- d. The Centre shall not directly or indirectly engage any personnel of the agency during the period of contract.
- e. All the personnel deployed will perform their duty in **proper uniform** and will maintain a smart turn out. The agency shall, at its own cost, provide suitable uniforms (**Two sets with boots, caps and other items with identity cards**).
- f. The tenderer will also have to furnish particulars relating to Income Tax clearance certificates, turnover, infrastructure status etc.
- g. Necessary enlisting / police verification of the firm and its workers is also required.
- h. The agency shall provide *Communication Facilities, Metal Detector, Lathi and Vehicle Mirror, Stationary items, chairs, tables etc.* for smooth functioning of Security Services.
- i. The contractor shall not sub-contract the contract.

## **5. ELIGIBILITY CONDITIONS :**

- a. The firm should have minimum 5 years continuous experience of performing job contract of Security Services in reputed Government / Semi Government / Government Undertakings / University Establishment and other reputed Private Establishments. **The firm at least should have completed one similar contract of value of not less than Rs.15.00 lakhs satisfactorily in the Government Department /undertakings/Reputed Private Establishments during the last five years.**
- b. **The firms should have at least 20 Security Guards registered under ESI and EPF.** The firm shall produce latest ESI / EPF challan for ascertaining the number of Guards / Supervisors registered with the ESI / EPF.
- c. The firm must have Service Tax Registration, ESI / EPF Registration Certificate, Registration Declaration of ownership under Indian Registration Act 1908 and Labour License.
- d. **The firm must have solvency certificate for at least Rs.25.00 lakhs from their bankers.**
- e. The firm must have the license for operating Security Services in Tamil Nadu as per the Tamil Nadu Private Security Agencies (Regulation) Rules.

6. **TERMS OF THE CONTRACT :** Initially the terms of the contract will be for one year. On the expiry of the contract or on its termination, the Centre reserves the right to renew the contract on monthly / yearly basis on the terms and conditions that may then be mutually agreed upon.
7. **MODE OF PAYMENT :** The agency shall submit monthly bills for the job performed during the preceding month along with proof of contribution made for ESI / EPF and Service Tax paid for the Manpower provided to the Centre. The Centre shall make payment by means of NEFT / RTGS TRANSFER to the Agency's account directly through the Centre's banker. However, taxes which are as per the existing rules of the Government of India shall be deducted at source from monthly bills of the agency, as per the rule.
8. **TERMINATION :** This contract can be terminated by giving one month's notice on either side and that any notice required to be served shall be sufficiently served on the parties if delivered to them personally or dispatched by the address herein given under registered post. The Centre will have no responsibility for any loss / damage caused to them. This also cannot be challenged through any court of law.
9. **LOSS AND / OR DAMAGES :** In case of any loss or damage done to the property of the Centre by the personnel provided by the agency for security duties at NRCB Office –cum-Lab Campus, NRCB Research Farm and NRCB Residential Complex, full damage will be recovered from the Agency and decision of the competent authority of the Centre shall be binding on agency.
10. **SECURITY DEPOSIT :** **An amount of 10% of total contract value shall be deposited as security money / performance guarantee within one week from the award of contract.** The security deposit shall be refunded to the contractor after satisfactory completion of the contract or adjusted against any damages or loss of property etc. caused by the personnel deputed by the agency. No interest will be paid on the security money deposited with the Centre.
11. The tender is likely to be terminated in case the conditions in the agreement are not fulfilled (The copy of the draft agreement is enclosed herewith for ready reference vide at Annexure III).
12. The contractor is advised to have a complete inspection of all the premises as above before offering rates.
13. The contractor has to attach the supporting documents with proper referencing as per the check list (Annexure IV). No extra documents need to be attached with the tender form.

**Annexure I****CHART OF DUTIES FOR SECURITY SERVICES AT NRCB, TIRUCHIRAPALLI**

S.No.	Details
a.	Ensure proper locking / unlocking of all the rooms and report the caretaker and other concerned immediately.
b.	Ensure that no unauthorized persons or vehicles get entry into the guarded premises in an irregular manner.
c.	Ensure safe custody of keys.
d.	To regulate traffic and ensure proper parking of vehicles.
e.	Conduct regular patrol along the specified beats.
f.	Ensure no stray cattle / dogs get access to the guarded area.
g.	To check pilferage and implement anti theft measures.
h.	Check and keep the record of all outgoing material through gate pass signed by the authorized officials of the Centre.
i.	Check / control / search staff engaged by any other contractor or person having access to the buildings.
j.	Be conversant with the location of fire extinguishers and operate them in case of need and assist the fire brigade in their operation.
k.	Allow no unauthorized persons except the staff members with due permission of the competent authority in the guarded area.
l.	To maintain complete record of visitors.
m.	To maintain record of incoming and outgoing vehicles wherever applicable.
n.	To report unusual events in suspicious circumstances occurring in the area of premises.
o.	To keep record of staff members who are required to sit beyond office hours or attend office on Sundays and closed holidays in a register and obtain their signatures.
p.	To hoist and lower the National Flag at Office –cum-Lab campus as per the flag code.
q.	Any other items of work assigned with the approval of competent authority.

Date : \_\_\_\_\_

From  
Full name and address of the Tenderer  
With telephone / mobile No., Fax, E-mail ID.

To

The Director,  
National Research Centre for Banana,  
Thogamalai Road, Thayanur Post,  
Tiruchirapalli – 620102. Tamil Nadu.

Sir,

I / We have read all the particulars regarding the general information and other terms and conditions of the contract for the annual security services of NRCB, Trichy and agree to provide the services as detailed in Schedule herein or to such portion thereof as you may specify in the acceptance of the tender at the rates given in Schedule attached I and II to this tender and I / We agree to hold this offer open till 90 days. I / We shall be bound by a communication of acceptance dispatched within the prescribed time.

I/We have understood the terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.

The following pages have been added to and form a part of this Tender \_\_\_\_\_.  
The schedules I and II to accompany this tender are at page Nos. \_\_\_\_\_.

Every page so attached with this tender bears my signature and the office seal.

The following payments drawn by means of DD in favour of “**ICAR UNIT – NRCB**” payable at Tiruchirapalli are also enclosed along with our Technical bid as required.

1. **Processing Fee** : DD No: \_\_\_\_\_ dt. \_\_\_\_\_ for Rs.1000/-  
(Non-refundable)
2. **Earnest Money** : DD No: \_\_\_\_\_ dt. \_\_\_\_\_ for Rs.100000/-  
(Refundable )

**Signature & Seal of Tenderer** :  
**with date & office Seal** :

Witness :  
Signature :  
Name :

Address :

**SCHEDULE – I**

**TECHNICAL BIDS  
PART – I**

**Last Date of receipt of Tender** : **10.06.2016 (Friday) at 02.00 PM**  
**Date of opening of Technical bid** : **10.06.2016 (Friday) at 03.00 PM**

S.No.	Description	
1.	Name of the Firm / Agency	
2.	Constitution of the firm / agency a. Indian Companies Act 1956 b. Indian Partnership Act, 1932 (Please give names of Partners) c. Any other Act, if any.	
3.	For partnership firm, whether registered under The Indian Partnership Act, 1932, please state further whether by the partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender. ii.If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firms authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration. iii.If answer to (i) or (ii) above is in the affirmative please furnish a copy of either the partnership agreement or the general power of attorney as the case may be.	
4.	Name and full address of the bankers.	
5.	Registration Number of the firm	
6.	ESI No. of Firm	
7.	EPF No. of Firm	
8.	Service Tax Registration No.	
9.	Valid Registration No. under contract act / License No. under Tamil Nadu Private Security Agencies (Regulation) Rules.	
10.	Regular last 5 years experience (Name and address of client departments may be indicated in descending chronological order and supporting documents may be attached in said manner) up to December, 2015.	
11.	Minimum 20 Numbers of Guards registered under ESI / EPF. Latest ESI / EPF challan for ascertaining the number/names of guards has to be attached.	
12.	Rs.25.00 lakhs bank certified solvency certificate to be attached (issued in current financial year)	

13.	The firm must attach the documentary proof of atleast one work of Rs.15.00 lakhs in a year during the last five years of similar nature.	
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Note : The information required at Sl.No. 1 to 13 must be accompanied with the certified copies of the documents, and attached as per the serial number failing which the tender is liable to be rejected. No other documents needs to be attached with the tender form.

### **PART II**

1. Details of the Earnest Money Deposited :
- a. Demand draft Number with date and Bank drawn on. :

### **PART III**

1. Name and address of the firm's representatives and whether the firm would be represented at the time of opening of the tenders. :

Date :

Place :

**Authorized Signatory**

Please add supplementary pages and number them wherever needed.

**SCHEDULE II****FINANCIAL BID****The Financial bid to be enclosed in a separate sealed envelope:**

Last Date of receipt of Tender : 06.06.2016 (Monday) by 02.00 PM  
 Date of opening of Technical bid : 06.06.2016 (Monday) by 03.00 PM  
 Date of opening of Financial bid : 13.06.2016 (Monday) by 03.00 PM

The tender will remain open for acceptance up to 90 days from the date of opening of bid. The rates tendered will be valid for a period of one year from the date of acceptance of the rates.

**To****The Director,**

National Research Centre for Banana (ICAR),  
 Thogamalai Road, Thayanur Post,  
 Tiruchirapalli – 620 102. Tamil Nadu.

Description	Total cost	Service charges of total cost	Service tax of total cost	Grand total (2+3+4)	Actual wages to be paid per month (break up to be indicated in Annexure II)	
					Security Guard (without arms)	Supervisor (without arms)
Total lump sum monthly charges for providing Security Arrangements (Watch & Ward) at NRCB, Trichy. <b>(The amount quoted by the firm will be fixed for a period of minimum two years and the salary disbursed to the guards should not be below the minimum wages notified by the Central Government from time to time.)</b>						

I / We agree to the forfeiture of the earnest money deposited by me /us in connection with this tender if I / We fail to comply with any of the terms and conditions in whole or in part as laid down in the quotation form. We have carefully read the terms and conditions of the tender and agree to abide by these in letter and spirit. Any other terms and conditions that the tender(s) would like to specify form a part of this schedule only:-

**Signature :**

Name and address of the firm  
 with office seal and phone no.

## FINANCIAL BID

**BREAK UP OF MONTHLY CHARGES TO BE CLAIMED AND ACTUAL TO BE PAID**

S.No.	Description	Rates (in Rs.) for Security Guard (without arm)	Actual amount to be paid to Security Guard (without arm)	Rates (in Rs.) for Supervisor (without arm)	Actual Amount to be paid to Security Supervisor (without arm)
	a. Monthly Rate *				
	b. ESI Contribution				
	c. EPF Contribution				
	d. Other charges including bonus, gratuity, etc.				
	<b>Relieving Charges</b>				
A.	<b>Total cost per head (a+b+c+d)</b>				
B.	<b>Service charges (Fixed)</b>				
C.	<b>Service Tax @ _____</b>				
D.	<b>Grand Total (A+B+C)</b>				
E.	<b>Contribution by the employee for ESI to be deducted.</b>				
F.	<b>Contribution by the employee for EPF to be deducted.</b>				
G.	<b>Actual amount to be paid to the employee.</b>				

\*Monthly rate should not be below the minimum wages notified by the Central Government from time to time.

**Signature :**

Name and address of the firm  
with office seal and phone no.



## ANNEXURE III

### DRAFT OF AGREEMENT TO BE ENTERED BY THE CONTRACTING AGENCY (Part I)

1. The Contracting Agency shall carry out the security and watch and ward of the National Research Centre for Banana Office-cum-Lab Building, Research Farm, Podhavur and Residential Complex, Karumandapam as per the requirements and instructions given to them by NRCB from time to time for a period of one year. The entire open area and the built up area will have to be maintained from security angle. Complete security of the building and its properties shall vest fully with the approved contractor who shall be held accountable for any loss of property / material etc. from within the building / campus.
2. A list showing the jobs to be carried out by the Contracting Agency is attached as Annexure I. However, these are only illustrative and not exhaustive. Additional jobs or modification in the job will be carried out with approval of the authorities of NRCB.
3. The Contracting Agency shall render the services on job contract basis which includes PF contribution, ESI contribution and any other statutory provisions and liabilities to be discharged by the Contracting Agency.
4. Security guards to be deployed shall preferably be “*ex-servicemen*” with robust health and clean record within age group of 21-45 years. The watch and ward will be engaged round the clock and 7 days of the week and shall be changed as per requirement of the NRCB from time to time. In case there is any change in deployment of the Security Guard, such change shall be intimated to the Contracting Agency in writing well in advance.
5. The Contracting Agency shall employ their own staff/employees as may be required for the purpose of execution of the work which shall be subject to the approval of the NRCB.
6. The Contracting agency will discharge all 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 provisions of law in force that may be applicable to them from time to time viz., statutory obligations under Contract Labour (Regulation & Abolition) Act, 1970, Minimum wages Act, Workmen’s Compensation Act, EPF & MP Act, Industrial Dispute Act, etc. The Contracting Agency will indemnify and keep indemnified the NRCB from any claim, loss or damages that may be caused to the NRCB on account of the Contracting Agency’s failure to comply with their obligations under the various law towards their staff/employees employed by the or any loss or damage to one part due to acts/omissions of other part. The NRCB will not be responsible for any loss caused so. The contract agency will be fully responsible.
7. The stationary items like registers, scales, writing pads, pencils, staplers, etc. will not be provided by the NRCB and uniforms will not to be washed in the NRCB premises. The uniform of the security personnel and other related items as mentioned above will be provided by the Contracting Agency. NRCB has to pay only the amount which will be finalized as per contract.
8. The Contracting Agency shall submit their bills after completion of each month during the first week of the following month of the services rendered to Director, NRCB. The payment will be made by crossed cheque on receipt of confirmation regarding satisfactory execution of services of the officer authorized for this purpose. In case the services are not provided to the satisfaction of the authorities, suitable deduction will be made from the payment at the

discretion of Director, NRCB whose decision shall be final and binding on the Contracting Agency.

9. The Contracting Agency shall submit the record of payment made to Security Guards / Supervisor on monthly basis and shall ensure that the payment is made as per Minimum Wages Act.
10. The Contracting Agency agrees 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 Contracting Agency agrees to indemnify against any claim that the NRCB may have to meet in respect of their staff members and / or workman / employees on account of any accident or for any other reason.
11. It is further clarified that under no circumstances, the staff member and or the workmen / employees or the Contracting Agency shall be treated, regarded or considered or deemed to be the employees of the NRCB and the Contracting Agency alone shall be responsible for their remuneration, wages, etc.
12. Contracting Agency will ensure that no theft or damages to the NRCB should take place during the tenancy of the service contract of the Contracting Agency. In case any theft or damage to the NRCB property occurs during the service contract period with the Contracting Agency due to the negligence of the security staff / employees of the Contracting Agency, the Contracting Agency shall be held responsible for such losses and damages, if after an enquiry, the NRCB comes to the conclusion that the loss is attributable to the negligence on part of security personnel of the Contracting Agency. The Contracting Agency shall attend all the police cases from time to time during the contract period, if required.
13. The service agency will ensure that the National Flags are hoisted / lowered, at the respective places on the top of the buildings as per the Flag Code and hence shall be completely responsible for the lapse if any in this regard. Any problem in this regard should be reported in writing to the Director, NRCB or other senior officials.
14. The Contracting agency will provide the security service round the in three shifts running from 6.00am to 2.00 pm, 2.00pm to 10.00pm and 10.00pm to 06.00 am. The Security Supervisor of the Contracting Agency shall be present to supervise the security work invariably between the shifts from 6.00 am to 2.00 pm and 2.00pm to 10.00 pm and 10.00pm to 06.00am. In case any lapse in this regard comes to the notice of Director, NRCB, or any other officer authorized by the Director, NRCB, action as deem fit will be taken to make suitable deduction from the monthly bill of the Contracting Agency.
15. 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 NRCB. His award shall be governed by the provisions of Arbitration & Conciliation Act, 1996 for the time being in force in Indian Union and shall be binding on both the parties hereto.
16. The Contracting Agency shall inform the NRCB immediately of their having been granted the approval by the Government of India to operate as Private Security Guards Agency under regulation of Employment & Welfare Act, 1981. The Contracting Agency shall obtain the license under section 12 of the Contract Labour (Regulation & Abolition) Act, 1970 from the competent authority and shall also keep them registered with any other concerned authority as required by any other law. During the currency of agreement Contracting Agency shall

have license under Section 12 of the Contract Labour (R&A) Act, 1970. Failing which, the agreement / contract will be liable to be terminated.

17. Notwithstanding anything contained in clause 13 it is expressly agreed and understood that the NRCB as its discretion will terminate the agreement in case of following contingencies.
  - a. If the Contracting Agency fail to execute the work entrusted to the satisfaction for which NRC shall be the sole judge.
  - b. If the Contracting Agency fails to discharge their legal obligations towards the security personnel employed at NRCB premises.
  - c. If for any reason whatsoever, the Contracting Agency is not able to perform their part under this agreement for continuous period of ten days or more.
  - d. If the Contracting Agency commits breach of any of the clauses of the agreement.
  - e. If the NRCB 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 Contracting Agency.
  - f. If the Contracting 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.
  - g. The NRCB will not be made liable or responsible to the officials of Security Guard Board. In case any objection in connection with security guards is raised by the Security Guards Board, it shall be the sole responsibility of the Contracting Agency to satisfy any of the officials of the Security Guards Board.
  - h. Under no circumstances, the NRCB shall be made liable for additional monetary involvement besides that what has been mutually agreed upon.
18. PENALTY CLAUSE.
  - a. The Security Supervisor and Security Guards on duty must possess cap, proper uniform, lathi, whistle, torch light, name badge, shoes and identity cards.
  - b. No Security Supervisor / Security Guards shall perform double duty. In case they are found performing double duty or remain absent from the duty a penalty of double the wages 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 this office for record before taking over the charge of security.

In case of any of the above contingencies, the NRCB will have the right to terminate this agreement forthwith without notice and will not be liable to any damages and / or loss which may be suffered by the Contracting Agency on account of termination of this agreement.

**THE TERMS AND CONDITONS FOR THE SECURITY GUARDS / SUPERVISORS  
(Part II)**

1. The guards should be having good healthy, physique and proper experience and may be shuffled from time to time.
2. The guard should be able to communicate in Tamil and also in English if possible.
3. The guard should perform one shift per day, double duties are not allowed.
4. The guard should not develop social relationship with NRCB Staff.
5. The guard should be provided with two sets uniforms, whistle, torch light, boots, caps, belt, lathi, etc.
6. The guard should wear neat uniform while on duty along with identity cards.
7. They should not leave the point unless and until the reliever comes for shift duties.
8. The Security Supervisor will maintain all the registers which are kept at the main gate and other points.
9. They have to verify after 5.30 pm that all rooms / buildings are locked properly.
10. From 10.00pm to 06.00am, one security supervisor must be on partrolling duty in the campus by rotation and while patrolling, he should check all the locks of buildings including pump houses.
11. They should not give lenient or casual impression in the duties and they should be alert and attentive.
12. They should not allow anybody with vehicles to office or inside the campus without proper entry in the visitors register.
13. They should observe the movement of all the staff, labourer and visitors etc.
14. All the vehicles are to be parked in the parking place only. The vehicle has to be checked by the Security Guard on duty while coming inside and while going out also.
15. Proper entries are to be made while handing over key to any staff of NRCB and while taking over too.
16. The security personnel should 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.
17. Changing of Security Supervisor / Security Guards should be intimated to the caretaker.
18. Patrolling to the identified points to be carried out every hour in the night.
19. The security staff should follow the codal formalities of security system while on duty.
20. The security personnel should ensure that pass has been issued by the competent officers for the items taken out of the campus. In case of any doubt, they should immediately contact officer-in-charge, security.

**CHECK LIST**

**The following documents have to be attached by the firm.**

1. Registration Number of the firm :
2. ESI Number of the firm :
3. EPF Number of the firm :
4. Service Tax number of the firm :
5. Valid registration number under contract Act / License No. under Tamil Nadu Private Security Agencies (Regulation) Rules.
6. Regular five years experience (Name and address of client departments may be indicated in chronological order and supporting documents may be attached in said manner) up to December, 2015.
7. Number of Guards / Supervisors registered under ESI / EPF. Latest ESI / EPF challan for ascertaining the number of Guards / Supervisor has to be attached.
8. Certified copy of bank solvency certificate to be attached.
9. The firm must attach the documentary proof of at-least one work of Rs.25.00 lakhs in a year during the last five years of similar nature.
10. Documents for partnership firm whether registered under the Indian Partnership Agreement, 1932.

**IMPORTANT :** The contractor has to attach all the supporting documents with proper referencing.  
No Extra Documents need to be attached with the tender form.