No.34011/6/2011-Admn (Vol-1) Government of India Ministry of Chemicals & Fertilizers (Department of Pharmaceuticals)

> Shastri Bhawan, New Delhi. Dated: 26.07. 2016

Department of Pharmaceuticals invites tender for engagement of a private security agency for providing 02 security guards during the working office hours i.e. 09.00 Hrs. to 17.30 Hrs. at the office of DoP housed in Janpath Bhawan, New Delhi initially for a period of two years on monthly payment basis which may be extended further depending upon the performance of the firm. Total requirement is for two (02) persons.) Interested firms may send their sealed quotations latest by 3.00 PM on 16.08.2016 super scribed as "Quotation for Engagement of Private Security Guards" addressed to the Under Secretary (Admn), Department of Pharmaceuticals, New Delhi-110001. The tender will be opened on 16.08.2016 itself at 4.00 PM in the Garage No. 19, Shastri Bhawan, New Delhi.

2. The tender will be governed by the following terms and conditions:-

(i) The contract shall remain in force for two years unless terminated earlier by either party by giving the other party one month's notice in writing.

(ii) The Department reserves the right to summarily terminate the contract at any time without assigning any reason. The decision of the Department in this regard shall be final and binding on the contractor.

(iii) The Department will make the statutory deductions as per income Tax Act and any other Act/Rules prevalent at a particular point of time and as amended from time to time or as directed by Central/State Govt.

(iv) The firm shall ensure that security staff provided to the Department are educated and bear good moral character, have never been convicted of any criminal offence by any court of law, and are physically fit without any permanent physical or mental disability.

(v) The security staff provided by the firm to Department will be on pay roll of the agency and shall not be treated as Department's employees for any purpose.

(vi) The firm shall provide each employee with an identity card with photograph.

(vii) Security shall be deployed at Janpath Bhawan, New Delhi during the office hours i.e. 09.00 Hrs to 17.30 Hrs.

(viii) All the security personnel while on duty will be in their proper prescribed uniform to be provided by the company. No uniform or washing allowance will be payable by the Department. They will extend all courtesies to the employees of the Department and its visitors. They will maintain integrity orderliness and discipline in the premises of the office.

(ix) The security personnel would be overall in charge of the security of men, material, office files, records documents, premises and building as per the norms laid down by Director General Resettlement Ministry of Defence, Government of India as amended from time to time. The cases of theft damage, accident should be reported to the designated officer within the shortest possible time.

(x) For the services rendered by the firm, the Department shall make payment as per wage structure in vogue, as amended from time to time by the labour Department of NCT of Delhi and wages should not be less than the Minimum Wages fixed by the Government. The Department would not be liable to pay any amount other than the amount approved by the Government.

(xi) The firm will be liable for all types of statutory deduction v.i.z. EPF, ESI etc. and deposition thereof with the appropriate authority.

(xii) The firm shall furnish monthly bills to the Department by 1st of the following month in triplicate with details of duties performed by their employees for payment.

(xiii) The firm shall deposit Rs. 50,000/-(Rupees fifty thousand only) as security money in the form of Demand Draft/Bank Guarantee/Fixed Deposit drawn in favour of Pay and Accounts Officer, Department of Pharmaceuticals, Janpath Bhawan, New Delhi which will be refunded to firm on successful completion of contract, after meeting the liability, if any, due to the Department.

(xiv) All disputes arising out of the contract would be settled within the jurisdiction of New Delhi Courts.

(xv) In case any employee of the firm is found negligent during the duty and as a result thereof any loss or damage is sustained by the Department of Pharmaceuticals, the loss or damage so sustained shall be compensated by the firm. The loss or damage sustained shall be computed by an officer appointed by Competent Authority in the Department of Pharmaceuticals whose finding shall be final and binding on the firm. The loss or damage sustained shall be liable to be deducted from the monthly bill/bills of the firm and/or from the security. (xvi) The firm shall not supply or show the copy of contract/documents to any other organization or any of its clients under any circumstances. The firm shall comply with all instructions, verbal or in writing, given to him by the authorized representative of the Department from time to time as per the terms and conditions of the contract. The firm will take all required actions immediately after getting such instructions and will attend or report to the authorized representatives as and when directed.

(xvii) The firm shall abide by all terms and conditions of the contract. In case of breach of any of the terms and conditions, the Department of Pharmaceuticals shall be at liberty to terminate the contract without any notice and the firm shall have no claim for compensation of any loss he may suffer in the regard.

(xviii) In case, the firm fails to execute the work assigned to it or breaches any of the terms and conditions of the tender, agreement etc., Department of Pharmaceuticals may not only forfeit part or whole of the security deposit but shall also have the option to get the work done from another source at the risk and cost of the original firm and recover the cost thereof from it.

(xix) The firm shall not assign to any other person (s)/ firms/agency the work which it is expected to perform under the contract. The firm itself is responsible for performance of the work.

(xx) The contract shall be awarded initially for two years and may be considered for extension by mutual agreement for such further period as may be agreed upon, not exceeding three years.

Yours faithfully,

(S.R. Meena) Under Secretary to the Govt. of India Tel No 23382096