



nafed

भारतीय राष्ट्रीय कृषि सहकारी

विपणन संघ मर्यादित (नेफेड)

तीसरी मंजिल, नेहरू सहकार भवन, भवानी सिंह रोड़, जयपुर

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सिक्वोरिटी गार्ड चाहिये

नेफेड कृषि यंत्र उद्योग, बी-481, रिको इण्डस्ट्रीयल एरिया, फेस-1, भिवाडी (जिला-अलवर) के लिये दो सिक्वोरिटी गार्ड की आवश्यकता है। एजेन्सी के पास निम्नलिखित आवश्यक प्रमाण-पत्र होने चाहिए: 1. पी.एफ. अकाउंट नंबर 2. जीएसटी नंबर 3- पैन नंबर 4. रजिस्ट्रेशन सर्टिफिकेट 5. पी.एस.ए.आर.ए. प्रमाण पत्र। इच्छुक पार्टियों के आवेदन दिनांक 19-09-2017 को अपराह्न 2.00 बजे तक हमारे कार्यालय में पहुंच जाने चाहिए। अधिक जानकारी हेतु इस कार्यालय में सम्पर्क कर सकते हैं या नेफेड की वेबसाइट www.nafed-india.com पर देख सकते हैं।

शाखा प्रबन्धक

AGREEMENT

THIS AGREEMENT made on this day _____ at Jaipur between M/s. National Agricultural Cooperative Marketing Federation of India Ltd.(NAFED) having its Head office at Nafed House, Siddhartha Enclave (Commercial Complex), Ashram Chowk, New Delhi-110014, through its Branch office at 3rd Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur-302001 represented by Branch Manager, and M/s. _____ hereafter called the Agency.

2. Nafed has decided to entrust the work **of providing 2 (TWO) Security Guards** at their premises Nafed Krishi Yantra Udyog, B-481, RIICO Industrial Area, Phase-I, Bhiwadi (Dt. Alwar) @ Rs.----- /- plus applicable service tax per person inclusive of PF, ESI, Leave, Uniform and other benefits.

3. For the consideration payable under this agreement, the security agency agrees **to provide 2 (TWO) security persons to safeguard the premises** @ Rs. _____/- plus applicable service tax per person all inclusive. Rates quoted will include all statutory obligations on the contractor under minimum wages act, weekly off replacement charges, post of uniform etc. The rate quoted will be for per shift of 8 hours per person per day.

4. The above agreement shall be valid for a period of one year from the date of signing of agreement and Nafed reserves the right to curtail or to extend the validity of contract agreement on the same rates and terms and conditions for such period as may be agreed to, but not beyond two years.

TERMS AND CONDITION

1. The Security Guard will be considered under the Semi-skilled category. Contractor shall provide uniformed and trained personnel and use its best endeavour to provide Security services to the Nafed for providing safety, monitoring and surveillance. Rates quoted will include all statutory obligations of the contractor under Minimum Wages Act, Contract Labour (R&A) Act, weekly-off replacement charges, cost of uniform, of personnel deployed by the contractor, all kinds of taxes, service charges, etc. of the agency. The rate quoted will be for per shift of eight hours per person per day. If the minimum wages is revised by the Government of NCT of Delhi/Government of India, the incremental wages, if applicable, will be provided.
2. The Agency shall attend with responsibility and sincerity to the security threats like thefts, pilferage, unauthorized occupation of buildings and land, encroachment, trespassing, removal of unauthorized hording and temporary/permanent shops, eve teasing, criminal acts and any other unforeseen contingencies. The Agency will thus carry out duties such as checking of in coming and outgoing vehicles, control on visitors, removal of unauthorized persons from Nafed premises, checking of consignments, check errant trespassers, handing over of criminals to the local police, operation of the fire fighting equipment, safeguarding of employees, buildings, equipment, stores etc. during peace and also during any strike by the employees unrest, normal preventive security measures, providing early warning & mobilizing trouble shooting elements in the office and take the necessary security measures as deemed fit, for maintaining a calm and tranquil environment in the office. The agency will maintain good liaison with the Nafed Administration, the local administration & the police for smooth and peaceful day to day working and congenial environment in the Nafed premises.
3. The agency shall provide as per the shifting. The eight hours shift will be from 08.00 PM to 04.00 AM AND 04.00 AM TO 12.00 NOON. But the timings of the shift are changeable and shall be fixed by Nafed from time to time depending upon the requirements. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed. No payment shall be made by the Nafed for double duty, if any.
4. The personnel will have to report on duty at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by Nafed.
5. The agency shall deploy the requisite number of literate, trained, smart active and motivated security personnel of good character and sound health and preferably not more than **50 years** of age in case of Security Guards and **55 years** for Ex-Serviceman. In case of Supervisory Staff, the age must not be more then **55 years**. The guards should be minimum **Matriculates or equivalent** and the Supervisor should be minimum **graduates or of JCOs** rank in case of ex-serviceman, The Civilian guards should have

been imparted at-least four weeks of security training and have a minimum of one year's experience in security work.

6. The deployed security personnel must necessarily be able to read, write & speak Hindi and preferable be able to read and write English also.
7. The preference will be given to ISO certified agencies.
8. The agency should also have licenses for wireless and weapons (if needed), possess adequate infrastructure in terms of vehicles, electronic / non-electronic gadgets and basic crowd control devices for an efficient functioning.
9. The security personnel must have an impressive bearing, be physically fit, smart and well dressed with proper summer and winter uniforms (shirts, trousers, Monkey cap, jersey woolens, overcoat, raincoat, umbrella, shoe, belt, badges etc.) which shall be provided by the agency at its own expenses. The agency shall be responsible for providing to its guards reasonable good and adequate clothing to face the climatic conditions during duty hours.
10. The security staff deployed by the agency will not join any union/ association and shall have absolutely no claim for employment at the Nafed.
11. Under the terms of their employment agreement with the Contractor the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor, failing which appropriate penalty shall be imposed without giving any notice.
12. Full control of the security staff provided by the agency will rest directly with the agency. The administrative control of the force like pay and allowances, leave, uniform, transfer appointments, testimonials and replacement, discipline, loyalty and conduct etc. of the personnel will rest with the agency,. All security personnel will be the staff of the agency and in no case, any onus in any form or claim of any type for employment or regularization etc. will rest on or be preferable on the Nafed. The agency will be solely responsible to protect the Nafed against any such claim.
13. The Agency shall indemnify through an Indemnity Bond and hold the Nafed harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
14. In case the security arrangements are found unsatisfactory, in its absolute discretion, the Nafed will have every right to terminate the contract forthwith , before the maturity period

18. The Agency shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (Contract Labour (Regulation & Abolition Act 1970), EPF etc. with regard to the Security personnel engaged by him for works. It will be the responsibility of the agency to provide details of manpower deployed by him, in the Nafed and to the Labour department.
19. As far as EPF is concerned, it shall be the duty of the Contractor to get EPF code number allotted by RPFC against which the EPF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective EPF authorities within 7 days of close of every month. Giving particulars of the employees engaged for the Nafed works is required to be submitted to the Department.
20. The antecedents of security staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the Nafed and Nafed shall ensure that the contractor complies with the provisions.
21. The Agency will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the Nafed. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Agency has to give an undertaking (on the format), duly countersigned by the concerned official of the Nafed, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.
22. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
23. Adequate supervision will be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.
24. All necessary reports and other information will be supplied immediately as required.
25. Agency and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Nafed and shall not knowingly lend to any person or company any of the effects of the Nafed under its control.
26. The security staff shall not accept any gratitude or reward in any shape.
27. The Agency shall have his own Establishment/set up/mechanism/Training institute to provide training aids or should have tied up with a training institute, with 2 -3 Ex-

Servicemen/Ex-Para Military Forces/Ex-Police for training purpose at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

28. That in the event of any loss occasioned to the Nafed, as a result of any lapse on the part of the Agency which will be established after an enquiry conducted by the Nafed, the said loss can be claimed from the contractor up to the value of the loss+ 10% additional cost in addition to its actual cost will be charged/ deducted from the bill/ amount of awardee contractor. The decision of the Head of the Nafed will be final and binding on the agency.
29. The Agency shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Nafed may issue from time to time and which have been mutually agreed upon between the two parties.
30. The Nafed shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the Department.
31. The Agency shall be responsible to maintain complete security of all property and equipment of the Nafed entrusted to it.
32. The Agency will not be held responsible for the damages/sabotage caused to the property of the Nafed due to the riots/mobs attack/armed dacoit activities or any other event of force majeure.
33. The Agency will deploy supervisors as per the need given by the Nafed. The supervisor shall be required to work as per the instructions of Nafed.
34. The personnel engaged by the agency shall be dressed in neat and clean uniform (including proper name badges).
35. The Agency shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act, Minimum Wages Act, Contract Labour (Regulation and abolition) Act, EPF, ESI and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor for the Department.
36. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all

expenses/fines. The concerned agencies personnel shall attend the court as and when required.

37. The contract period is initially for Twelve months from the date of the commencement (as mentioned in Notice to Proceed).
38. The contracting agency shall not employ any person below the age of 18 years and above the age of 55 years manpower so engaged shall be trained for providing security services and fire fighting services before joining.
39. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the Nafed from the agency.
40. If any underpayment is discovered, the amount shall be duly paid to the agency by the Nafed.
41. The said Agency shall be liable for any documentation and legal liabilities is arised for providing security services at **NKYU, BHIWADI** and they will also solemnly liable for any sort of paper formalities/liability.
42. **The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over when ever required by the Nafed etc.**
43. The contractor shall have to provide the proof of deposit of contribution towards EPF/ESI etc. of each employee deployed each month and also submit copy of annual return giving complete list with all details with their universal account number and shall have to provide the proof of deposit of service Tax.
44. The Agency shall disburse the wages to its staff deployed in the Nafed every month through RTGS/Cheque / ECS monthly and submit a proof of the same to the Nafed.
45. Nafed shall deduct Income Tax, Surcharge and Education Cess at the prevalent rates at source under Section 194-C of the Income Tax Act, 1961 from the amounts payable to the contractor.
46. The Nafed will not entertain any complaint from the deployed workmen in regard to non-release of salary to them; it will be sole responsibility of the awardee contractor to handle the issue(s) without any hurdle in the service.

47. It will be sole responsibility of the awardee contractor to preserve the evidence and lodge the FIR, if needed in consultation of Nafed in case of any theft or misshaping within the Nafed premises.

A. DISPUTE RESOLUTION

(a) Any dispute and / or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties.

However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Managing Director, Nafed.

(b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

(c) The cost of Arbitration shall be borne by the respective parties in equal proportions.

B. JURISDICTION OF COURT

The courts at Jaipur shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

Person responsible for NAFED

Person responsible for Agency

_____ PROPRIETOR

Witness:

Witness:

1.

1.

2.

2.

