



**National Agricultural Cooperative Marketing Federation of India Ltd.
NAFED House, Sidhartha Enclave, Ashram Chowk, Ring Road,
New Delhi - 110 014**

NOTICE INVITING TENDER FOR PROVIDING SECURITY SERVICES IN NAFED

Sealed tenders are invited from reputed Company/partnership firm/Cooperative Societies empanelled with DGR / registered as security agency under Private Security Agency (Regulation) Act 2005 (PSARA) as revised from time to time having capacity to provide with the suitable, qualified and uniformed trained Security Guards for the National Agricultural Cooperative Marketing Federation of India Ltd. NAFED House, Sidhartha Enclave, Ashram Chowk, Ring Road, New Delhi - 110 014 for a period of two years (initially for one year). The interested agencies may obtain/download Tender Form with complete details from NAFED Web site URL www.nafed-india.com or in person from Deputy Manager (Administration) NAFED, H.O, Delhi. Last date for submission/receipt of tender(s) is 09.05.2018 at 2.30 PM and will be opened by the Tender Committee in the presence of tenderers or their authorized representatives who wish to remain present on the same day at 15.00 Hrs. in the Office of NAFED, HO DELHI.

Bid Security Amount

: Rs. 2,00,000/-

**General Manager(Administration)
Phone : 011-26343165
9891416799**



**National Agricultural Cooperative Marketing Federation of India Ltd.
NAFED House, Sidhartha Enclave, Ashram Chowk, Ring Road,
New Delhi - 110 014**

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INSTRUCTIONS TO BIDDERS

GENERAL:-

The present tender is being invited for Security Services under which the contractor shall provide uniformed and trained personnel and will use its best endeavours to provide security of building, equipments, materials and staff working in NAFED, HO and its other locations in Delhi, monitoring and surveillance of the premises.

2. ELIGIBLE BIDDERS:-

2.1. All security agencies who are providing similar kind of services for at least last three consecutive years and having annual average turnover of Rs.40,00,000/-(Rupees Forty Lakhs) during the last three financial years in the books of accounts and being run by Ex-Servicemen/Ex-Para-military men.

2.2. The bidder should have the experience of similar work in any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities.

2.3. The bidder should either be empanelled with Directorate General of Re-settlement (DGR), Ministry of Defence or holding license under Private Security Agency (Regulation) Act 2005 (PSARA) as revised from time to time.

3. QUALIFICATION OF THE BIDDERS:-

- 3.1 The Bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid.
- 3.2 (a) Nomination of one of the members of Company / partnership or co-op. society to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of the company/partnership firm, coop. society;

(b) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.
- 3.3. The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership, company, coop. Society, full details of ownership and control of each member thereof.
- 3.4. Bidder or members of a partnership, company, coop. society shall submit a copy of PAN card allotted by Income Tax Department.
- 3.5. Bidder must submit copies of all documents required, duly self-attested,
- 3.6. Each Bidder (each member in the case of partnership firm/coop society/company) or any associate is required to confirm and declare with his/her bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If NAFED subsequently finds to the contrary, the Nafed reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.
- 3.7. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

4. ONE BID PER BIDDER:-

Each bidder shall submit only one tender. If a bidder submits more than one bid, the bids are liable to be rejected.

5. COST OF BID:-

The bidder shall bear all costs associated with the preparation and submission of his bid and the Nafed will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

6. VISIT TO NAFED PREMISES IN DELHI:-

The bidder is required to provide securities services to this Nafed at its various locations in Delhi as mentioned in Annexure- and is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the Nafed and is aware of the operational conditions prior to the submission of the tender documents.

7. TENDER DOCUMENTS:-

7.1. Contents of Tender Documents.

7.1.1. The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing Security Services. The Tender document comprises of:

7.1.2. The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of his/her bid.

7.1.3. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

8. PREPARATION OF BIDS

8.1. Language

Bids and all accompanying document shall be in English or in Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

8.2. Documents Comprising the Bid

Tender document issued for the purposes of tendering as described in Clause 7.1 and any amendments issued shall be deemed as incorporated in the Bid.

8.2.1. The bidder shall, on or before the date given in the Notice Invitation to Tender, submit his bid in sealed envelopes clearly marked with the name of the Tender.

8.2.2. One copy of the Tender document and Addenda, if any, thereto with each page signed and stamped shall be annexed to acknowledge the acceptance of the same.

8.2.3. The contractor shall deposit Security Deposit for an amount of Rs2,00,000/- in the form of an Account Payee Bank Draft in f/o NAFED payable at New Delhi.

The Security Deposit will remain valid for a period of Sixty days beyond the final bid validity period. Securities Deposit of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

8.3. Bid Prices :-

8.3.1. Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Security at NAFED, HO. This includes all the liabilities of the contractor such as cost of uniform and identity cards of personnel deployed by the contractor and all other statutory liabilities like Minimum Wages, ESI, EPF contributions, service charges, all kinds of taxes etc. which should be clearly stated by the contractor.

8.3.2. The rates and prices quoted by the Bidder shall be inclusive of Service Tax.

8.3.3. The rate quoted shall be responsive and the same should be inclusive of all Statutory obligations such as Minimum Wages, ESI, EPF contributions, wages for leave reserve, service charges, all kinds of taxes etc. The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.

8.3.4. Conditional bids/offers will be summarily rejected.

8.4. Form of Bid :-

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership firm, company, Coop. society the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

8.5. Currencies of Bid and Payment:-

8.5.1. The Bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

8.6. Duration of Contract:-

The contract may be valid initially for two years(year to year basis) and the Nafed reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed to, but not beyond further two years.

8.7. Bid Security:-

8.7.1. The contractor shall deposit Security Deposit for an amount of Rs.2,00,000/-- in the form of an Account Payee DD, from a commercial bank, in favour of “**NAFED, NEW DELHI**” along with the Tender document. The Bid Security will remain valid for a period of Ninety days beyond the final bid validity period.

The bid security of successful Bidder shall not be refunded till three months beyond the contract period.

8.7.2. Any Tender not accompanied by Bid Security shall be rejected.

8.7.3. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

8.7.4. Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.

8.7.5. Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract within the time frame specified by the Department.

8.8. Format and Signing of Bid:-

8.8.1. The bidder shall submit one copy of the Tender document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.

8.8.2. The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.

8.8.3. The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by Nafed, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.

9. SUBMISSION OF BIDS:-

9.1.1. The bidder shall submit tender in a envelope to be sealed and duly super scribed.

9.1.2. The I Bid should consist of the following documents:-

- (a) Bid Security for an amount of Rs.2,00,000/- in the form of an Account Payee DD, from a commercial bank, in favour of “**NAFED, NEW DELHI**”;
- (b) Self attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, email id, whether the bidder is a Coop. Society, sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers, email ids of Directors/Partners also;
- (c) Self attested copy of PAN card allotted by Income Tax Department;
- (d) Self attested copy of Service Tax Registration Number;
- (e) Self attested copy of Valid Registration No. of the Agency/Firm;
- (f) Self attested copy of valid EPF Registration Number;
- (g) Self attested copy of valid ESI Registration Number;
- (h) Self attested copy of valid License and Number under Contract Labour Act and under any other Acts/Rules;
- (i) Proof of valid DGR sponsorship or proof of being run by Ex-serviceman/ex-Para-Military personnel;
- (j) Proof of experience as stated in Clause 2.2 supported by documents from the concerned organizations; and
- (k) Copies of Audited Balance Sheets of last three years.
- (l) Duly filled and signed Annexures-I to V.

9.1.2. The Price Bid should contain Annexure-II

9.1.3. The tender shall remain valid and open for acceptance for a period of 60 days from the last date of submission of tender.

9.2 Late and Delayed Tenders:-

9.2.1. Bids must be received in the office of Nafed at the address specified above not later than the date and time . Nafed may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the Nafed and the Bidder will be the same.

9.2.2. Any bid received by the Nafed after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

10.1 Bid Opening and Evaluation:-

10.1.1. The authorized representatives of the Nafed will open the sealed Bids in the presence of the Bidders or their representatives who choose to attend at the appointed place and time.

10.1.2. The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.

10.1.3. Conditional bids will also be summarily rejected.

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 offers/bids which are not in compliance of Minimum Wages Act and any other Labour laws will be treated as invalid.
 3. The contract is for two years (on year to year basis).
 4. The number of manpower required shown in Annexure-III is indicative and the actual quantity may vary.
 5. The bidders may quote the rates in Indian Rupees.
 6. All the columns shall be clearly filled in ink legibly or typed. The Tenderer should quote the number, rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the Tenderer shall disqualify the tender. The Tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejection.
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1. The Agency shall attend with responsibility and sincerity to the security threats like thefts, pilferage, unauthorised occupation of buildings and land, encroachment, trespassing, removal of unauthorised 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 unauthorised 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.
 2. The agency shall provide complete, continuous, round the clock security as per the shift tings. The eight hours shift generally will be from 0600 hrs. to 1400 hrs., 1400 hrs. to 2200 hrs. and 2200 hrs. to 0600 hrs. 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.
 3. The personnel will have to report to the Nafed office 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.
 4. The contracting agency shall employ at least 40% manpower from the category of Ex-Servicemen not above the age of 55 years. The contractor shall provide proof of Ex-Servicemen and Nafed may get it verified on its own.

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 than **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 contractor shall indemnify 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 with one month's notice, before the maturity period of the contract, without assigning any reason thereof. An appropriate penalty may be imposed on the agency by the Nafed for unsatisfactory work or for any breach of the contract.
15. Subletting of the contract or any part thereof will lead to summary cancellation of the contract, and will make the agency liable to punitive action by the Nafed including forfeiture of the security deposit.

16. The security personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, EPF and other as per Workmen's Compensation Act. The list of staff as per format given below, going to be deployed shall be made available to the Nafed and if any change is required on part of the Nafed fresh list of staff shall be made available by the agency after each and every change.

Name	Father's Name	Age	Address	Ex-serviceman/ Civilian	Past Security Experience	Qualification	Nearest Police Station	Universal A/c No.	Remarks

17. The contractor 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 contractor to provide details of manpower deployed by him, in the Nafed and to the Labour department.
18. 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.
19. 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.
20. The Contractor 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 Contractor has to given 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.
21. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
22. 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.
23. All necessary reports and other information will be supplied immediately as required.
24. Contractor 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.
25. The security staff shall not accept any gratitude or reward in any shape.

26. The contractor 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.
27. That in the event of any loss occasioned to the Nafed, as a result of any lapse on the part of the contractor 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.
28. The contractor 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.
29. 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.
30. The contractor shall be responsible to maintain complete security of all property and equipment of the Nafed entrusted to it.
31. The contractor 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.
32. The contractor will deploy supervisors as per the need given by the Nafed. The supervisor shall be required to work as per the instructions of Nafed.
33. The personnel engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges).
34. The contractor 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.
35. 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 contractor's personnel shall attend the court as and when required.
36. The contract period is initially Twenty-four months from the date of the commencement (as mentioned in Notice to Proceed).
37. 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.

38. 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.
39. If any underpayment is discovered, the amount shall be duly paid to the agency by the Nafed.
40. 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.
41. 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.
42. The contractor 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.
43. 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.
44. 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.
45. 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.

13. DISPUTE RESOLUTION

“Any matter relating to the appointment of house-keeping and sanitation service provider or the procedure for such appointment shall be governed by the Laws of Republic of India. Disputes if any, arising under the said process shall be subject to the exclusive jurisdiction of the court at New Delhi. Any disputes arising out of the signing of the agreement shall be resolved in the manner as mentioned in such agreement.”

13. JURISDICTION OF COURT

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

**National Agricultural Cooperative Marketing Federation of India Ltd. NAFED
House, Sidhartha Enclave, Ashram Chowk, Ring Road, New Delhi - 110 014**

TENDER FORM FOR PROVIDING SECURITY SERVICES

1. Cost of tender : Rs 500/-

Affix duly Attested P.P.
Size recent photograph of
the prospective bidder.

2. Due date for tender

3. Opening time and date of tender

4. Names, address of firm/Agency
and Telephone numbers.

5. Registration No. of the Firm/
Agency.

6. Name, Designation, Address
and Telephone No. of
Authorized person of Firm/
Agency to deal with.

7. Please specify as to whether
Tenderer is sole proprietor/
Partnership firm. Name and
Address and Telephone No.
of Directors/partners should
specified.

8. Copy of PAN card issued by Income Tax Department and Copy of previous Financial Year's
Income Tax Return.

9. Provident Fund Account No. _____

10 ESI Number _____

11 Licence number under
Contract Labour (R&A) Act. _____

12. Registration details with DGR /
PSARA 2005 alongwith its copy

13. Details of Bid Security deposited:

(a) Amount :

(b) FDR No. or DD No. or _____

(c) Date of issue:

Name of issuing authority:

13. Any other information:

14. Declaration by the bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

(Signature of the bidder) Name and Address (with seal)

**National Agricultural Cooperative Marketing Federation of India
Ltd. NAFED House, Sidhartha Enclave, Ashram Chowk, Ring
Road, New Delhi**

Details of Manpower Required

Sr. No.	Particulars	Nos. of requirement
1.	Security Guards	20
2.	Supervisor	02

(ON A STAMP PAPER of Rs.100/-)

UNDERTAKING

To

(Designation and Name of the concerned Department) Name of the
firm/Agency_____

Name of the tender_____ Due date:_____

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Employee Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We shall provide minimum 40% security guards amongst the category of Ex-Servicemen and all others will be trained Security Guards. I/We do hereby undertake that complete security of the Nafed shall be ensured by our Security Agency, as well as any other Point considered by our Agency. The loss on account of theft, if any, shall be recoverable from me/us.
5. The contractor shall be responsible to maintain complete security of all property and equipment of the Nafed entrusted to it.

(Signature of the Bidder)

Name and Address of the Bidder.
Telephone No.

**National Agricultural Cooperative Marketing Federation of India Ltd. NAFED House,
Sidhartha Enclave, Ashram Chowk, Ring Road, New Delhi - 110 014**

(ON A STAMP PAPER OF Rs. 100/-)

FORM OF AGREEMENT

THIS AGREEMENT is made on the ____ day _____(Month)_____(Year)
Between the **National Agricultural Cooperative Marketing Federation of India Ltd.
NAFED House, Sidhartha Enclave, Ashram Chowk, Ring Road, New Delhi - 110 014**
(hereinafter called "the Nafed" which expression shall, unless excluded by or repugnant to the
context be deemed to include his successors in office and assigns) through Shri
_____General Manager (Admn) of the one part AND
_____ (Name and address of the contractor) through Shri
_____ authorized representative (hereinafter called "the contractor" which
expression shall, unless excluded by or repugnant to the context, be deemed to include his
successors, heirs, executors, administrators, representatives and assigns) of the other part for
providing Security services to the NAFED, Premises in Delhi.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - (a) Letter of acceptance of award of contract;
 - (b) Terms and Conditions;
 - (c) Notice inviting Tender;
 - (d) Addendums, if any; and
 - (e) Any other documents forming part of the contract.
3. In consideration of the payments to be made by the Nafed to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Nafed to execute and the Security services w.e.f _____ as per the provisions of this Agreement and the tender document.
4. The Nafed hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per this Agreement and tender document, the contract price of Rs. _____ (_____ Rupees in words)
5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times in manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the Contractor
Signature of the authorized official

Name of the official

Stamp/Seal of the Contractor by the said
_____ Name on behalf of
the Contractor in the presence of:

Witness 1. _____

Name _____
Address _____

Telephone No: _____

Witness 2. _____

Name _____
Address _____

Telephone No: _____

For and on behalf of the Nafed
Signature of the authorized official

Name of the Officer

Stamp/Seal of the Employer by the said
_____ Name on behalf of
the Employer in the presence of:

Witness 1. _____

Name _____
Address _____

Telephone No: _____

Witness 2. _____

Name _____
Address _____

Telephone No: _____

**National Agricultural Cooperative Marketing Federation of India Ltd. NAFED House,
Sidhartha Enclave, Ashram Chowk, Ring Road, New Delhi - 110 014**

PRICE BID FOR SECURITY SERVICES

Sr. No.	Designation of Employee	Minimum wages per person per month	ESI	EPF + EDLI	Bonus	Service Charge	Service Tax	Total

Signature of the Tenderer with stamp

NON-DISCLOSURE AGREEMENT

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made at New Delhi by and between:

National Agricultural Cooperative Federation of India Ltd., an apex level Cooperative Marketing Organization, registered under Multi State Cooperative Societies Act, 2002, having its Head Office at Nafed House, Siddhartha Enclave, Ashram Chowk, New Delhi-110014, (hereinafter referred to as the "NAFED" which expression shall unless excluded by or repugnant to the subject or context or meaning thereof be deemed to mean and include its representatives, nominees, affiliates, successors in business and permitted assigns.) of the first part

AND

_____, Partnership Firm registered under Indian Partnership Act or a company registered under the provisions of Companies Act of 1956 or 2013, having its office at _____ through Partner/Director /Managing Director Mr._____,S/o _____ resident of _____ duly authorized (hereinafter referred to as "_Service Provider" which expression shall unless otherwise repugnant to the context or meaning thereof include and always be deemed to include its successors and assignees) of the second part.

WHEREAS

A. . _____ is carrying on business of providing _____, has agreed to _____ for the Nafed and other related tasks.

B. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and in-tending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1) Confidential Information and Confidential Materials:

- a) "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored with-in network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.

- b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.
- c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2) **Restrictions:**

- a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement.
- b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
 - (i) The statutory auditors of the Customer and
 - (ii) Regulatory authorities regulating the affairs of the Customer and inspectors and supervisory bodies thereof.
- c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement.
- d) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.
- e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

3) **Rights and Remedies**

- a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
 - (i) Suspension of access privileges
 - (ii) Change of personnel assigned to the job.
 - (iii) Financial liability for actual, consequential or incidental damages
- d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4) **Miscellaneous:**

- a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any ex-pressed or implied right to Receiving Party to disclose information under the Disclosing Party pa-tents, copyrights, trademarks, or trade secret information.
- b) Any software and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.
- c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential In-formation. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

- e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
 - f) In case of any dispute, decision of the Nafed will be final.
 - g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
 - h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
 - i) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.
- 5) **Suggestions and Feedback** (a) Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's con-sent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this _____ day of _____ 2018 at _____ (month) (place)

For and on behalf of Nafed.

Name:
Designation:
Place:
Signature:

For and on behalf of _____

Name:
Designation:
Place:
Signature: