



**Indian Institute
of Forest Management**

**INDIAN INSTITUTE OF FOREST MANAGEMENT,
POST BOX 357, NEHRU NAGAR BHOPAL 462 003**
Tel: EPABX :0755-2775716,2773799, Fax: 0755-2772878

E-TENDER NOTICE

NIT No: IIFM/Tender/2018-19/Security/01

Online Tender, (Two Bid System- Technical and Financial) are invited from experienced professional Security and Fire Management Agencies for providing and facilitating Security and Fire Management Services in the Institute's main campus at Nehru Nagar and its Vanika Residential Colony at Kotra Sultanabad on Annual Contract Basis as per the requirements indicated in the Tender document. Last date for receipt of bids is 09-05-2019.

Detailed tender documents are available in our website www.iifm.ac.in/tenders, <https://moefcc.euniwizarde.com> and www.eprocure.gov.in

(Chief Administrative Officer)

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The Tenderers intending to participate in this tender are required to get enrolled on the portal <https://moefcc.euniwizarde.com>. Enrolment on the above mentioned portal is mandatory. For registration on ITI portal one time charges of Rs. 2360 (Including GST) shall be payable through online payment. Validity of online registration is one year after which re-registration charges at that time shall be applicable. The required documents are to be uploaded on portal during registration process. Upon successful registration, an acknowledgement mail shall be sent by M/s ITI Ltd., e-wizard, a copy of which shall be required at ewizardhelpdesk@gmail.com to ensure account activation.

The tenderers have to digitally sign their bids before submitting the bids hashes online thrus the tenders are advised to obtain Digital Certificates. The bidders may contact M/s ITI Ltd., for obtaining Class III Digital Signature Certificate at 91+9179595728, 011-49606060, email : ewizarddhirajkr@gmail.com

Tender documents are available in the website <https://moefcc.euniwizarde.com> which can be purchased and downloaded from 18.04.2019 at 10:00 AM to 09.05.2019 at 03:00 PM . And bid submission date from 18.04.2019 at 10:00 AM _ to 09.05.2019 at 03:00 PM .

Online processing fee of Rs.1239 /- (including GST) to be paid online.

Earnest Money Deposit (EMD) of Rs. 300000 /- deposited online alongwith the bid. NSIC/MSME registered firms are exempted from payment of EMD for which valid certificate to be uploaded alongwith with the tender document.

Physical Tender documents containing print outs of the uploaded tender documents should be bound in a book form and submitted (by Registered Post/ Speed Post / Courier Services / By Hand to the Chief Administrative Officer, Indian Institute of Forest Management, PO Box No.357, Nehru Nagar, Bhopal – 462003 in an Envelope superscribing "Tender Documents for Security Servbices & Fire Management Services" on or before 09-05-2019 1500 hrs. The Institute will not be responsible for postal/ courier delay and therefore the tenderer should ensure reaching tender before time.

Tenders which qualifiy the technical bid will only be considered for opening of Financial Bid.

Tender Date Schedule:

Stages Name	Stages By	Start Date and Time	End Date and Time
TENDER RELEASE	DEPARTMENT	18-04-2019 10:00 AM	
TENDER PURCHASE & DOWNLOAD	BIDDER	18-04-2019 10:00 AM - 09-05-2019 03:00 PM	
BID SUBMISSION	BIDDER	18-04-2019 10:00 AM - 09-05-2019 03:00 PM	
TENDER CLOSING	DEPARTMENT	09-05-2019 03:00 PM	
TENDER OPENING (Technical Bid)	DEPARTMENT	09-05-2019 3:30 PM	
TENDER OPENING (Financial Bid)	DEPARTMENT		

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E-TENDER NOTICE

NIT No: IIFM/Tender/2018-19/Security/01

1. NOTICE INVITING TENDER

1. The Director, IIFM, invites online Tender, (Two Bid System- Technical and Financial) from experienced professional Security and Fire Management Agencies for providing and facilitating Security and Fire Management Services in the Institute's main campus at Nehru Nagar and its Vanika Residential Colony at Kotra Sultanabad on Annual Contract Basis as per the requirements indicated in the Tender document. Detailed tender documents are available in our website www.iifm.ac.in/tenders and <https://moefcc.euniwizarde.com>
2. The Chief Administrative Officer of the institute will be the nominee of the institute and he will be the executive officer for administering the contract. The Chief Administrative Officer (nominee of the institute) will execute the contract. The day-to-day administration of the contract will be carried out by the Security Officer of the Institute.

SCOPE OF THE BID

- 1.1. The Indian Institute of Forest Management, Nehru Nagar, Bhopal (hereinafter called the '**Institute**') wishes to appoint a Security and Fire Management Service Agency (hereinafter called the '**Agency**' or the '**Contractor**') for providing security services including fire management services to its complete premises and residential colony, property and establishments including buildings, boundary wall, assets, and moveable and immovable property situated at its main campus at Nehru Nagar, Bhopal and at the residential complex 'Vanika', at Kotra Sultanabad, Bhopal.
- 1.2. The duration of this Contract shall be for a period of one year with effect from the commencement of the contract. The duration of the contract may be extended for further period of two years on year to year basis, on mutual consent, depending upon the performance of the Agency.
- 1.3. The successful bidder shall provide the services during the specified contract period on Annual Contract Basis (including the extended period, if any) as described in this tender document.
- 1.4. The bidder shall be expected to have capabilities of providing Security and Fire Management services to IIFM as per its requirements as detailed out in this document.

- 1.5. The bidder shall be expected to have all statutory licences for engaging in labour contract business under the Contract Labour (Regulation and Abolition) Act, 1970 and all other statutory requirements such as Employees Provident Fund & Miscellaneous Provisions Act, 1952, Payment of Minimum Wages Act, 1948, ESI Act, Child Labour Prohibition and Regulation) Act, 1986, Registration with Service Tax Department under security services, etc. Any deviation from these requirements will be the sole responsibility of the bidder. The contractor has to make full payment to the security staff without any cuts, kickbacks or malafide as per statutory norms.
- 1.6 The agency has to install a biometric attendance machine at its own cost for recording the attendance of the manpower deployed and this attendance will be the basis for payment of wages to the deployed manpower. However, LAN connection will be provided by the Institute free of cost.
- 1.7 In case of non-functioning of biometric machine, physical form attendance should be maintained with the counter signature of the Security Officer of the Institute.
- 1.8 In case of non-functioning of bio-metric machine, it should be repaired within 48 hours and the attendance should be recorded in the machine.

2 ELIGIBILITY

- 2.1 The Bidder must possess a valid licence for providing security services at the time of bidding and during the period of contract as mandated under the Private Security Agencies (Regulation Act), 2005.
- 2.2 The Bidder must possess a currently valid labour licence at the time of bidding and during the period of contract from the Chief Labour Commissioner for engaging contract labour under Contract Labour (Regulation & Abolition) Act, 1970, as amended from time to time.
- 2.3 The Bidder should have an exclusive office and working set up at Bhopal including landline telephone and fax facility for the functioning of the Security Agency, during the period of contract. If not, the Agency must establish the same within 30 days from the date of award of the Contract.
- 2.4 The Bidder must have a minimum experience of five years in executing such Security and Fire Management services employing more than 100 security personnel during 2013-14, 2014-15, 2015-16, 2016-17 & 2017-18 in Central Govt./State Govt./PSUs/Autonomous Institutions of Gol/State Government.
- 2.5 The contractor must have registration with service tax department under "security services". Every year 2.0 crore annual turn over during FY 2013-14, 2014-15, 2015-16, 2016-17 and 2017-18. A Certificate by a Chartered Accountant should be submitted to this effect.
- 2.6 The Bidder must have currently valid and valid during the entire contract period, registration with the Provident Fund Commissioner under Employees Provident Fund & Miscellaneous Provisions Act, 1952.
- 2.7 The Bidder must have currently valid registration with the Employees State Insurance Corporation under Employees State Insurance Act, 1948.

- 2.8 If the bidder has provided Security services to IIFM during the last five years, such bidder should have given complete satisfactory services during the tenure of contract. Agencies, which have been penalised during the tenure of last five years, will not be eligible for this bidding.
- 2.9 If the bidder has been provider of security services to IIFM earlier during the last 5 years and if their services have been found violating terms of contract very frequently and were penalized for the same for a cumulative sum equivalent to 20% or more of the annual service contract or more in any one financial year or have been found giving/using false information/fraudulent tactics during execution of contract / participation in tender process in any of the earlier occasions during the last five years, will not be eligible for this tender.
- 2.10 If the bidder have been one who have filed a case against the institute in the past in any court of law/tribunal/facilitation council which is still pending at the court will not be eligible for this bidding.
- 2.11 Copies of work orders indicating total length of experience (and number of persons employed) in continuous working with government agencies or its autonomous bodies of central/state govt. institutions for providing security services of more than 100 personnel each in at least 3 government agencies or its autonomous bodies or central/state govt. institutions.

3. Documents of the Bid

- 3.1 The bid submitted by the bidder shall comprise the information sought in the Technical Bid Format. The following documents are to be uploaded and a print out to be submitted in a bound book form clearly paginated:

SI	Description	Documents submitted (Mention Yes or No)
1	Copy of the Valid licence as mandated under Private Security Agencies Regulation Act clearly indicating the Registration number and date of registration	
2	Copy of Company incorporation certificate	
3	Currently valid Labour License issued by the Labour Commissioner under Contract Labour (Regulation & Abolition) Act, 1970.	
4	Currently valid Registration Certificate with the Provident Fund Commissioner under Employees Provident Fund & Miscellaneous Provisions Act, 1952.	
5	Copy of currently valid Registration certificate issued by ESIC.	
6	Currently valid registration with Service Tax Authorities for Service Tax under Security Services /GSTIN registration.	
7	Copy of Service Tax Return indicating average receipts of Rs.200 lakhs from security services for the FY 2016-17 and FY 2017-18.	
8	Copies of work orders / Security Service contracts for the year 2016-17 and 2017-18 showing evidence of employing more than 100 Security personnel individually or cumulatively to any Central Govt/State Govt./PSUs/Autonomous Institutions of Gol/State.	

9	Attested copies of the relevant documents and documentary evidences in support of para 10.1 to 10.4 of the technical bid evaluation.	
10	Complete set of tender document duly signed by the Bidder or his authorised signatory on every page	
11	Security Plan for the institute prepared by the Bidder	
12	Photocopy of PAN Card	
13	Copies of Income Tax Return for FY 2016-17 and FY 2017-18	
14	Print out of EMD of Rs.300000/- (Rupees Three lakhs only) paid online.	
15	Certificate of Chartered Accountant as per Annexure A	

Note : (i) If the bidder fails to submit any of the above documents, the bid is liable to be rejected and if any bidder is found to have submitted forged/manipulated documents, the bid will be summarily rejected.

(ii) All enclosures must be paginated in sequential order. Loose documents must not be submitted

4. Bid Prices

4.1 The contract shall be for the Security and Fire Management Services as described in Sub-Clause 1.1, 1.2 and 1.3, based on the FINANCIAL BID.

4.2 The bidder is required to formulate his offer taking into account all provisions under the statutory regulations in force with reference to engaging labour such as Contract Labour (Abolition & Regulation Act), Payment of Minimum Wages Act, Provident Fund & Miscellaneous Provisions Act, Payment of Bonus Act, Weekly offs to the labour etc. In this process, he should also consider other statutory payments, other materials and services needed for executing the contract.

4.3 Any Financial offer found violating the provisions of any statutory regulations like the Contract Labour (Regulation & Abolition) Act, 1970 or Private Security Agencies (Regulation) Act, 2005 and/or any other requirement shall be liable to be rejected at first sight and will be the sole and binding responsibility of the bidder, if found at any later stage.

4.4 The bidder shall include rates and prices for all materials and services needed for executing the contract as described in this tender document. Items for which no rate or price is entered by the bidder will not be paid for by the Institute when executed and shall be deemed to have been covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting in the bid.

4.5 Taxes as applicable will be paid in addition to the service charges as applicable at the time of billing.

4.6 The rates of "service charges" quoted by the bidder shall be fixed for the full duration of the Contract and the extended period thereafter, if any. There shall be no revision of the compensation payable to the Contractor, except wage revision of the workers as may be notified by Dy. Chief Labour Commissioner (Central) from time to time for watch ward category and other expenses arising due to any such wage revision.

4.7 A pre bid meeting will be arranged on 26-04-2019 at 11.30 a.m. at the Institute for clarifying the bid requirement. All bidders are invited to attend the meeting. All the

clarifications given during the pre-bid conference and such relevant matters shall be mentioned in the minutes of the pre-bid conferences. These minutes will also be uploaded in the institute web site for the benefit of the bidders. These minutes will also be deemed to be a part of this bid document.



5. Bid Validity.

- 5.1 Bids shall remain valid up to a period of 90 days beyond the last date of submission of bid specified in Clause 14.
- 5.2 In exceptional circumstances, prior to expiry of the original time limit, the Institute may request that the bidders may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing or e-mail. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension.

6. Bid Security or Earnest Money Deposit (EMD)

- 6.1 The Bidder shall deposit online, as part of his Bid, an EMD of Rs.300000/- (Rupees three lakh only) for this particular work. No interest shall be payable by the Institute/Institute on this account.
- 6.2 The Bid security submitted shall be valid for minimum period of one month after the validity of the bid.
- 6.3 Any bid not accompanied by EMD as mentioned above and not secured as indicated in Sub-Clauses 10.1 and 10.2 above shall be rejected by the Institute as non-responsive.
- 6.4 The Bid Security of unsuccessful bidders will be returned within one month of the end of the bid validity period specified in this document.
- 6.5 The Bid Security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance Guarantee.
- 6.6 The Bid Security shall be forfeited, if
- a. the Bidder withdraws the Bid after Bid opening during the period of Bid Validity;
 - b. the Bidder does not accept the correction of the Bid Price, pursuant to the relevant clause in this tender document.
 - c. the successful Bidder fails within the specified time limit to
 - i. sign the Agreement or
 - ii. furnish the required Performance guarantee.

7. Bid Opening

- 7.1 On the due date and appointed time as specified above, the Institute will first open the Technical Bid in presence of the Bidders or their representatives who choose to attend. In the event of the specified date for Bid opening being declared a holiday by the Institute, the Bids will be opened at the appointed time and location on the next working day.
- 7.2 Financial bids shall be opened only after technical evaluation, at a later date about which all concerned bidders shall be notified in advance. Financial Bids of only such Bidders shall be fit to be opened whose bid are found technically qualified.

8. Clarification of Bids

- 8.1 To assist in the examination and comparison of Bids, the Institute may, at its discretion, ask any Bidder for clarification of his Bid, including percentage quoted by him in the tender document. The request for clarification and the response shall be in writing or e-mail, **but no change in the price or substance of the Bid shall be sought**, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Institute in the evaluation of the Bids in accordance with the relevant clauses in this Tender Document.
- 8.2 No Bidder shall contact the Institute on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Institute, he should do so in writing.
- 8.3 Any effort by the Bidder to influence the Institute's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid and debarring him from further participation in other bids of the Institute.

9. Evaluation and Comparison of Bids

9.1 The bid will undergo a four stage processing; viz.,

- (a) Checking the Essential Requirements
- (b) Accepting the Bid documents;
- (c) Examining the Technical Part;
- (d) Examining the Financial Part.

9.2 The Technical Bid will be evaluated on the basis of documents listed in 20.4 (a).

9.3 Examining the Financial Part - Only those Bid which qualify the Technical Part will be considered for examination of the Financial Part.

10. TECHNICAL BID EVALUATION (SEGREGATED TYPE)

10.1 The Client shall follow two bid system where the technical bid and financial bid shall be evaluated separately.

10.2 The tendering evaluation shall be done on weightage with 60% to Technical Evaluation and 40% to financial evaluation.

10.3 The technical bid evaluation shall be done based on the following criteria:

10.4 During the technical evaluation stage, each bidder shall be assigned different marks out of a total of 100 marks, as per the criteria specified below:

- (i) Number of years in Operations (as per PASARA License)
(Max 25 Marks)
 - (a) More than 5 years and upto 7 years 10 Marks
 - (b) More than 7 years and upto 10 years 15 Marks
 - (c) More than 10 years and upto 13 years 20 Marks
 - (d) More than 13 years 25 Marks

(ii) Gross receipts from security services (average of FY 2016-17 & 2017-18)
(Max. 25 Marks)

- | | | |
|-----|---------------------------------------|----------|
| (a) | More than 2 crores and upto 5 Crores | 10 Marks |
| (b) | More than 5 crores and upto 8 crores | 15 Marks |
| (c) | More than 8 crores and upto 11 crores | 20 Marks |
| (d) | More than 11 crores | 25 Marks |

(iii) Number of Manpower on roll (in govt organisations in FY 16-17 &17-18)
(Max. 25 Marks)

- | | | |
|-----|----------------------------|----------|
| (a) | More than 100 and upto 250 | 10 Marks |
| (b) | More than 250 and upto 400 | 15 Marks |
| (c) | More than 400 and upto 550 | 20 Marks |
| (d) | More than 550 | 25 Marks |

(iv) Experience in government agencies or its autonomous bodies or central/state govt. institutions in F.Y.2016-17 &2017-18
(Max. 25 Marks)

- | | | |
|-----|----------------------------|----------|
| (a) | 1 – 6 organisation | 10 Marks |
| (b) | 7- 8 Organizations | 15 Marks |
| (c) | 9 – 10 Organizations | 20 Marks |
| (d) | More than 10 Organizations | 25 Marks |

10.5 A Bidder should secure mandatorily a minimum of 50% marks (i.e. 50 marks out of total 100 marks in Technical Evaluation in order to be a qualified bidder for being eligible for Technical weightage and subsequently for opening of financial bids.

10.6 The total marks obtained by a Bidder in the technical bid shall be allocated 60% of technical weightage and the financial bids shall be allocated 40% of the financial weightage, and thereby making a total of 100% weightage for the complete bidding.

Illustration 1 (for Technical Weightage)

If a Bidder has secured 80 marks out of the total 100 marks in technical evaluation after following para 10.4, his technical evaluation value shall be: 48 i.e. {80 x 60%}

10.7 The Bidder shall be required to produce attested copies of the relevant documents in support of 10.4 in addition to the documentary evidences of para 2.1 to 2.8 for being considered during technical evaluation.

10.8 A substantially responsive bid shall be one that meets the requirements of the bidding document in totality by following the procedures laid down in this tender document. The technical bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will not be opened.

10.9 The bidder who qualified in the technical evaluation stage shall only be called for opening of financial bids. The institute shall intimate the bidders, the time/ venue for the financial Bid opening in written communication.

11. FINANCIAL BID OPENING PROCEDURE

- 11.1 The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.
- 11.2 All the technically qualified bidders/their authorized representatives present at the time of opening of the Financial Bids shall be required to submit the Authorisation letter from their Companies and shall be asked to sign on all the sealed envelopes containing the Financial Bid.
- 11.3 Any bidder objecting to the same shall be disqualified and his financial bid will be rejected on the spot.
- 11.4 Absence of bidders or their authorized representatives shall not impair the legality of the process.
- 11.5 The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.
- 11.6 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the Lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after following due procedure as mentioned above.

12. FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER

- 12.1 The financial evaluation shall be carried out and financial bids of all the bidders shall be given 40% of weightage.
- 12.2 The Bidder with the lowest bid Prices (L1) shall be assigned full 40 marks (i.e. 40% x 100) and his total scores of the bid shall be as per Illustration 2 below:

Illustration 2

If the Bidder at Illustration 1 is L-1 Bidder and quoted Rs.100/- for being L-1, then his total value shall be 88 i.e. (48 Technical Value + 40 Financial Value)

- 12.3 The financial scores of the other bidders (i.e. L-2, L-3...ad so on) shall be computed as under and as explained at Illustration 3 below:

$$40 \times \text{Lowest Value (L-1 Price)} / \text{Quoted Value (L-2 OR L3..)}$$

Illustration 3

If the Bidder at Illustration 1 is L-2 Bidder and he quoted Rs.125, therefore 40% being the weighted value, the financial scores for L-2 shall be computed as under

$$40 \times 100 (\text{lowest prices-L1}) / 125 (\text{quoted prices - L2}) = 32 (\text{financial score})$$

Therefore L-2 Bidder shall have total value of 80 (48 Technical Value + 32 Financial Value)

- 12.4 The Bidders' ranking shall be arranged depending on the marks obtained by each of the bidder both in Technical Evaluation and Financial Evaluation.
- 12.5 The Bidder meeting the minimum eligibility criteria and with the highest marks/ rank (i.e. the total of technical evaluation marks and financial evaluation marks) shall be deemed as the successful Bidder and shall be considered eligible L-1 Bidder for further process.
- 12.6 In case of a tie (a case of more than one tenderers getting equal marks in the rank mentioned in 12.5), the party having more experience of service provider in Govt./ autonomous organizations will be preferred.
- 12.7 Experience certificate of satisfactory completion of services provided by the Govt./ Semi Govt. /Undertakings, Autonomous Institutions for last three years with similar nature and quantity of work will only be considered for cases of tie stated above.
- 12.8 After applying paragraph 12.6 and 12.7, still there is a tie, then the quality of service execution plan submitted by those bidders who are in the tie will be used for breaking the tie.
- 12.6 If there is a discrepancy between words and figures, the amount in words shall prevail.
- 12.7 Financial bid will be evaluated on the basis of service charge quoted by the bidder as all other components are mandatory and it will be uniform for all the bidders.

13. Award of Contract

- 13.1 The Institute shall award the contract within the bid validity period mentioned in the relevant clauses in this document or as extended by the Institute.
- 13.2 The notification of award will constitute the formation of the Contract subject to the furnishing of a performance security guarantee/ security deposit in accordance with the provisions in this document.
- 13.3 An agreement in the form given in this document will be signed between the CAO and the successful bidder incorporating all correspondence between the Institute and the successful Bidder. This tender document will be a part of the agreement and all terms and conditions mentioned herein will be part of the terms and conditions in the agreement. The successful Bidder will furnish the Performance Security Guarantee (Security Deposit) equivalent to 10% of the annual contract price or Rs. 1500000/- (Rupees fifteen lakh), whichever is higher, payable to the Director, IIFM, Bhopal in the form of Demand Draft or Banker's Cheque or FDR issued by a Nationalized Indian Bank for a validity period of 25 months from the date of commencement of contract, duly discharged and endorsed in favour of Director, IIFM. This Performance Security Guarantee should be submitted within 28 days of entering the agreement.
- 13.4 Upon the furnishing of Performance Security guarantee by the successful Bidder, the Institute will promptly notify the other Bidders that their Bids have been unsuccessful and release their Bid security.
- 13.5 Failure of the successful Bidder to comply with the requirements of any clause of this document shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Earnest Money Deposit or the Performance Security Guarantee, as the case may be.

14. Dealing with Corrupt or Fraudulent Practices

14.1 The Institute requires that Bidders/ Contractors under this contract observe the highest standard of transparency and ethical behavior and does not engage in corrupt and fraudulent practices during procurement and execution of this contract. In pursuance of this policy. As a Government of India institution, all CVC guidelines in this respect will be adhered to. The Institute:

- a) defines, for the purpose of these provisions, the terms set forth below as follows:
- i. “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Institute, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Institute of the benefits of free and open competition.
- b. will reject a proposal for award of work if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- c. will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

15. COMPLIANCE WITH LABOUR LAWS

15.1 During continuance of the contract, the Contractor shall abide at all times by all existing labour enactment and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority. Salient features of some of the major labour laws that are applicable to industry are given below. The Contractor shall keep the Institute indemnified in case any action is taken against the Institute by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Institute is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/ regulations including amendments, if any, on the part of the Contractor, the Institute or its nominee/S.O. shall have the right to deduct any money due to the Contractor **including his amount of performance security guarantee. The Institute or its nominee shall also have** right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Institute. The employees of the Contractor in no case shall be treated as the employees of the Institute at any point of time.

15.2 The Bidder will have to comply with all the provisions and requirements of the statutory regulations like Contract Labour (Regulation & Abolition) Act, 1970,

Employees Provident Fund & Miscellaneous Provisions Act, Minimum Wages Act, Private Security Agencies (Regulation) Act, 2005 and/or any other such statutory requirements provided under any Act or Rule of the Union of India, Government of Madhya Pradesh or any Local Administrative Bodies.

16. General Terms and Conditions and Miscellaneous Provisions.

- 16.1 The Director IIFM will have the sole authority to impose / relax the terms and conditions contained in the tender document and to take appropriate decision related to this contract, if needed.
- 16.2 The selected Security Agency will be required to furnish the details about the security guards / employees containing name, address, mobile number, photo identity and bank account number with their latest photograph for record. The contractor will also be required to furnish certificate from nearest / concerned police station about non involvement of these personnel in criminal and/or police proceedings.
- 16.3 All Security Personnel will be engaged only after due verifications of the credentials of the personnel. Such credentials should be submitted to the institute and their engagement in service got approved from the institute.
- 16.4 The security personnel already approved by the institute should not be changed without prior approval of the Institute.
- 16.5 The owner of the security agency / a senior representative authorized by them must visit the Institute twice a week to conduct surprise check and inspect the quality of services. He must also get first hand feedback from the Security Officer/ Chief Administrative Officer of the Institute from time to time.
- 16.6 The security agency will be required to ensure proper checking of the outgoing items from Institute from the beginning of loading of the items, so as to avoid any confusion resulting into unloading and rechecking at the Main Gate.
- 16.7 Copy of ECR, e-Challans and Salary/wages register reflecting P.F. deductions should be submitted along with the Bills. Institute may ask any Security Personnel at random to check whether the dues are being deposited by the contractor fully without any manipulation/misappropriation. The agency should ensure to give annual statement of accounts to all the workers/employees. The agency should also ensure that e Passbooks are given to all workers/employees from EPFO website.
- 16.8 The agency has to install a biometric attendance machine at its own cost for recording the attendance of the manpower deployed and this attendance will be basis for payment of wages to the deployed manpower.
- 16.8 In case of non-functioning of biometric machine, physical form attendance should be maintained with the counter signature of the Security Officer of the Institute.
- 16.9 In case of non-functioning of bio-metric machine, it should be repaired within 48 hours and the attendance should be recorded in the machine.
- 16.10 The institute shall not accept or entertain any claim in the event of the agency's employees sustaining any injury, damage or loss either to person or property either inside or outside the institute. The agency should make necessary insurance arrangements for this purpose.

- 16.11 All the employees of the contractor shall have to be covered under ESI scheme.
- 16.12 If the Contractor does not provide any of the policies and certificates required, the Institute may effect the insurance, which the Contractor should have provided and recover the premiums the Institute has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 16.13 Alterations to the terms of an insurance shall not be made without the approval of the Institute or its nominee.
- 16.14 Both parties shall comply with all conditions of the insurance policies.
- 16.15 The workers/staff of the agency shall have nothing to do with the institute and shall have no presumptive or any kind of right of absorption in institute services.
- 16.16 The agency's employees who are deployed shall not claim any benefit/compensation/absorption/regularization of services with the institute under provisions of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the agency to the institute.
- 16.17 The Contractor shall perform the Services in accordance with the Specifications and the Schedule of Requirement, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management professional techniques and practices, and employ appropriate advanced technology and safe methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Institute, and shall at all times support and safeguard the Institute's legitimate interests.

17 Security Plan to be prepared by the Bidder

- 17.1 The bidder shall submit a security plan for the institute alongwith the bid showing the general methods, arrangements, order, and timing for all the activities in the Services to the Institute. The plan would include a vulnerability mapping wherein the strategy to counter such vulnerabilities and sensitive locations are adequately covered.
- 17.2 The Contractor may revise the plan and submit it again to the Institute or its nominee for approval. A revised plan is to show the effect of variations and its effectiveness.

18. Loss due to theft, fraud or neglect by the security personnel

- 18.1 In case of loss or damage to the property of the Institute due to any theft or negligence of the security agency (contractor) during the currency of the contract, it shall be remedied by the Contractor at the Contractor's cost, if the loss or damage arises from the Contractor's acts or omissions.
- 18.2 At the time of taking over of the security services, the Central Stores of the institute will provide a list of all assets of the institute and the institute will hand over the keys of the rooms. Thereafter, security agency will be fully

responsible for its safety and security. Any loss or damage to these assets will be dealt with as per paragraph 18.1 above.

- 18.3 The institute campus has a very good stock of Sandal Wood trees. They are all identified and numbered. Any incidence of cutting of these sandalwood trees or its damage will be considered as a security lapse and will be dealt with as per paragraph 18.1 above.
- 18.4 In the event of theft of any material/ property of the Institute, the current depreciated value of the material/ property along with actual replacement cost (fitment/ installation costs, if applicable) will be recovered from the Contractor and the same will be deducted from the payment of next monthly bill. The difference in cost, if any, as per the final outcome/ settlement of the case will be settled at the time of completion of the contract.

19. Liquidated Damage & Settlement of Disputes

- 19.1 The security services offered by the contractor are subject to supervision of the Security Officer or nominated person of the Institute. If any irregularity is observed, it will entail penalty as defined at "Penalty" clauses as under.
- 19.2 If the contractor fails to provide services of the Security personnel as per the requirement of the institute or if the contract is terminated as per paragraphs 20.1, 20.2 and 20.3 of this document due to any of the breaches committed by the Contractor, then the Institute shall not only be entitled to engage the services of some other Agency/ organisation but shall also be entitled to recover for the damages from the Contractor towards the loss sustained by the Institute due to such breach being committed by the Contractor and also towards the deficit Security personnel charges in engaging the services of other agency.
- 19.3 Any dispute between the parties to the agreement shall be finalized by mutual negotiations, which pertains to any interpretation of the terms and conditions of the agreement or with regard to any of the breaches contained under the agreement and or anything incidental thereto.
- 19.4 In case, no amicable settlement is arrived between the parties as to the dispute aforesaid then the said dispute shall be referred to the Arbitrator, which shall be appointed by the Director, IIFM and whose decision shall be final and binding on the parties and cannot be challenged save in accordance with the Arbitration & Conciliation Act, 1996. The jurisdiction of all Courts for the said purposes shall be Bhopal only.
- 19.5 In the event of imposition of penalty imposed by the Institute on the contractors by recovering the security deposit or imposition of any liquidated damages as per the aforesaid Clause, then the said auction of the Institute shall not be a subject matter of arbitration and would fall within the expected matters out of the purview of the arbitration and no dispute could be referred either before Arbitration or before any other Court challenging the said action of the Institute of imposition of liquidated damages on the contractors by the Contractors.

20 Termination of contract

- 20.1 The Institute may terminate the Contract, if the contractor causes a fundamental breach of the Contract.
- 20.2 Fundamental breaches of Contract include, but shall not be limited to, the following:
- (a) the Contractor stops work for one days, when no stoppage of services is instructed and the stoppage has not been authorized by the Institute or its nominee.
 - (b) the Contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.
 - (c) the Institute or its nominee. gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Institute.
 - (d) if the Contractor, in the judgment of the Institute, has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Institute, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Institute of the benefits of free and open competition."

- 20.3 When the Institute gives notice of a breach of contract to the Contractor for a cause other than those listed under Sub Clause 20.2 above, the Institute shall decide whether the breach is fundamental or not.
- 20.4 If the Contract is terminated, the Contractor shall stop service immediately, make the Site safe and secure and leave the Site after ensuring proper handing over the charge, as soon as reasonably possible.
- 20.5 In the event of termination by the Institute, the security Deposit (performance guarantee) of the contractor shall be forfeited and balance period security services contract shall be undertaken at the risk and cost of the agency, till the new contract will be executed.
- 20.6 In case of non-compliance or breach of any terms of contract or unsatisfactory or inefficient servicing on the part of the Contractor, the Institute will be at liberty to revoke the contract without giving any notice or payment in lieu of notice.
- 20.7 Either party can terminate this contract by giving a notice of 60 days.

21. **Payment upon Termination**

- 21.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Institute or its nominee shall issue a certificate for the value of the services done, less Liquidated damages / penalty up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable laws and less the percentage to apply to the services not completed as indicated in the Contract Document. If the total amount

due to the Institute exceeds any payment due to the Contractor, the difference shall be a debt payable to the Institute.

22. Specific Conditions of Contract

- 22.1 The Agency shall be entirely responsible for providing efficient and reliable security including fire management services. The security agency shall perform the services as per the terms and conditions contained in this tender document and shall deploy only properly trained and qualified security personnel in the form and manner described in this tender document.
- 22.2 The Agency shall be entirely responsible to safeguard the security of the premises and properties of the Institute at all times round the clock and provide services during the entire period of the contract including the extended period, if any.
- 22.3 The Agency shall be entirely responsible for ensuring that only authorized persons are allowed to enter the Premises of the institute and maintain necessary records for the same. The security personnel deployed by the contractor should be physically fit to provide efficient security cover to the institute and also should be qualified to read and write any orders/ documents related to security and should be trained enough to maintain its' records.
- 22.4 The Agency shall be entirely responsible to ensure that only persons authorized by the Institute are allowed to operate/repair/maintain the equipments at the premises and that no such equipment, machinery or any part thereof any property is removed out of the premises except with written permission of the Institute.
- 22.5 The Agency shall be entirely responsible to search persons/vehicles entering and leaving Institute for any material on the body or in possession.
- 22.6 The Agency shall be entirely responsible to furnish proactively and periodically security and intelligence information relevant for the security in and around the premises.
- 22.7 The Agency shall submit daily duty chart of Security Guards and Supervisors to the Institute regularly through the Security Officer of the Institute.
- 22.8 The Agency shall execute the service and discharge their obligations to the entire satisfaction of the Institute and in accordance with the directions and specific instructions as may be issued from time to time by the Institute through its nominee/ Security Officer.
- 22.9 The Agency shall act diligently and take appropriate action, in case of fire or any other calamity, theft, etc. and to prevent it from further damage and keep the appropriate authorities informed.
- 22.10 The Agency shall entirely be responsible for operation and up keeping of all fire fighting systems and equipments of the institute.
- 22.11 The agency shall be responsible for opening/closing of the offices and rooms as necessitated/directed by the Institute officers/officials on working days and holidays. On holidays and at non-office hours, if any room is opened, a request should be obtained from the concerned personnel and the matter should be entered into the Room Opening Register with signature of the concerned applicant and that of the security guard (key holder) with time of opening and time of closing.

22.12 There shall be no entry of animals (dogs, pigs, cows and buffaloes etc) in the Institute's main campus and at Vanika Campus. It is the responsibility of the Security contractor to ensure it. If any such animals, especially pigs and cattle, are seen in the campus, it will be considered as a security lapse and action will be taken against the security agency.

22.13 The agency shall also ensure that its activities do not in any manner disturb officials, staff of the institute. The agency shall be responsible for the conduct and behaviour of its employees. The employees deployed shall observe office discipline and decorum.

23. Security Personnel

23.1 The Agency shall provide security personnel strictly as per the Schedule of Requirements in paragraph 26.

23.2 The Agency shall deploy only properly trained and physically fit security personnel. The security personnel will be as per the requirements mentioned in paragraph 26 (Schedule of Requirements). The age of security personnel should be as mentioned in the said paragraph 26 (Schedule of Requirements).

23.3 The personnel should be trained from a recognised agency/body/institute as security guards and fire management activities. Similarly, if specifically asked by the Institute, a refresher training should be imparted to these personnel to meet the specific requirements of managing the security and fire management system in this institute. Such trainings shall be imparted by the Agency on its own cost.

23.4 A list containing name, address, and photo identity of all the Security personnel deployed by the Agency in the Institute premises will be submitted to the Institute by the Agency and got approved prior to their deployment, as mentioned in clause No.33 of Section 2 (Service Execution Procedure) of this Tender Document. No personnel other than the above will be deployed.

23.5 The Security Guards and Security Supervisor must possess the following qualifications:

(a) Security Guards:

- Should have passed minimum **Xth standard** and also should be able to read and write Hindi and English.
- Must have undergone security guard training from a recognised agency/body/institute.
- ESM guards should be less than 55 years of age and civilian guards should be between 18 and 50 years of age as on the date of duty. All guards must be physically fit to perform security guard duties.

(b) Security Supervisor

- He should possess minimum educational qualification of HSSC or XIIth standard.
- Should be less than 58 years of age as on the date of duty.
- Should be an Ex-Serviceman / CPMFs / CPOs preferably not below the rank of JCO or equivalent not from NCE's trades.

- Should have good knowledge of Security Systems and be able to control the Security guards, movement of goods, personnel and transport vehicles.
- Should be able to gather information on security matters of the Institute.
- Should be well versed in fire fighting, disaster management and be able to advise and train security guards deployed on matters relating to first-aid, fire fighting and security.
- Should be able to detect security loopholes, assess fire threats and be able to take preventive measures.
- Should be physically fit to carry out physical check of the entire perimeter of the Main campus and Vanika Colony at least once a day during his shift period.

23.6 The Agency must provide weekly holidays to the security personnel so employed and must maintain sufficient number of work force to provide for such weekly leaves. The agency must also maintain adequate security personnel to replace those security personnel going on contingent leaves. The proof of having given such weekly leaves must be submitted to the institute periodically and as and when called for. Any failure in adhering to this condition will be treated as violation of the contract and suitable penal action will be initiated. For this purpose the Agency will maintain a list of reserve personnel not less than 30% of its total employed personnel deployed in the Institute.

23.7 Before engaging any personnel, the Agency should get his antecedents verified by the police/authorized agency and fitness ascertained by a competent medical authority.

23.8 The Agency shall immediately remove and replace any security personnel, on duty or otherwise, found under the influence of any drug or intoxicants or found guilty of conduct unbecoming of a security personnel and shall take such other action as may be required under the circumstances and any violation of this condition may result into cancellation of agreement.

23.9 No person, who has been convicted by a competent court or who has been dismissed or removed on ground of misconduct or moral turpitude while serving in any of the armed forces of the Union or Central or State Government, shall be deployed.

23.10 In case, the Agency desires to avail canteen facilities maintained by the Institute, the Contractor shall do so only with the permission and on such terms and conditions as may be fixed by the institute or its nominee.

23.11 The Institute shall not, in any manner, be responsible for any act, negligence, default, omission of any personnel engaged by the Contractor and no claim in this respect will lie against the Institute. However, if any such claim is made against the Institute, the agency shall indemnify / reimburse the Institute against all the money paid and expenses incurred by the Institute.

23.12 The employees should be supplied with proper uniform and identity card with photographs by the agency at its cost. Employees of the agency should be in prescribed uniform at all times during duty hours.

24. Fire Management Services

- 24.1 The Agency shall be entirely responsible for operation and up keeping of fire fighting system.
- 24.2 For this purpose the Agency shall engage minimum core security personnel who are trained in fire fighting course while in service in any Institute run by Armed Forces or any other Authorised Institute.
- 24.3 The Agency shall upkeep the existing fire fighting equipments and system and keep them in functional order at all times. However, arrangements for refilling of fire extinguishers shall be the responsibility of the Institute.
- 24.4 It shall be responsibility of the Agency to inform about any deficiency in fire fighting systems to the Institute from time to time. The Institute shall make necessary arrangements accordingly.
- 24.5 The Agency shall make necessary mock fire drill at the Institute in coordination with the Security Officer on periodical basis (at least once a month) specially during onset of summer season.
- 24.6 In the event of outbreak of fire, the Agency will be required to control and put down the fire in an efficient manner in order to save any damage to the property and prevent injury to the persons of the institute.

25. Armed Guard (Gunman)

- 25.1 The security agency shall provide the armed security guards having licensed weapons, to be deployed at sensitive areas, as and when required by the institute. The information in this regard will be sent to the local police station by the security agency.
- 25.2 The Agency shall** be entirely responsible to furnish a certificate, issued by the competent authority or person to the effect that the arms for which the particulars have been submitted are in perfect servicing condition, to the Institute.
- 25.3 The Agency will ensure to get the licenses of all the arms being used in the Premises renewed by the competent authority before expiry of their validity and inform the Institute immediately.

26. Schedule of Requirements

- 26.1 The Agency will deploy the security personnel at designated posts to execute the Security and Fire Management services in an effective manner as per the following arrangement at the Main campus of the Institute at Nehru Nagar and at its Residential Colony, Vanika, Kotra Sultanabad, both in Bhopal, Madhya Pradesh.

Sl.	Description	1st Shift (7 AM to 3 PM)	2nd Shift (3 PM to 11 PM)	3rd Shift (11 PM to 7 AM) (next day)	Total Numbers
1.	Security Supervisor (ESM/Ex-CPMF)	1	1	1	3

	and CPOs)) of JCO Rank (Age should be less than 58 (fifty eight) years on the date of duty.)				
2.	ESM Guards (ESM/Ex-CPMF and CPOs)) (Age should be less than 55 (fifty five) years on the date of duty.)	2	2	2	6
3.	Security Guards (Civilian) including 01 lady guard in each shift and 1 at the Reception area) (Age should be less than 50(fifty) years on the date of duty.)	12	11	13	36
Grand Total					45

- 26.2 The deployment of number of security guards in the above shifts shall not be altered unless it is specifically communicated by the Institute.
- 26.3 The Agency shall provide services of armed security guards as and when called for by the Institute.

27. Uniforms and Other Materials

- 27.1 The Agency shall provide and ensure that the security personnel on duty always wear proper uniform including headgear, accoutrements, belt and footwear etc. as prescribed by the Contractor and shall ensure that the guards are smartly turned out at all times. Such uniforms/badges of rank shall not be in any way same to those of Armed Forces/ Para Military Forces/ Police.
- 27.2 Each security personnel be provided with the following :
- a. Uniform (pants, shirts Boot and Cap) - 2 pairs per year.
 - b. Sweaters in winter - 1 number per year
 - c. Rain coat during monsoon – 1 number per year
 - d. Lathi, whistle and one search light.
 - e. functional mobile hand sets with contact details of emergency services, security supervisor, security agency and key personnel of the institute.
- 27.3 The Agency shall provide and ensure all such amenities/implements/kit to the security personnel as are required for a smooth and efficient execution of the duties.
- 27.4 No security post / beat should be kept vacant and the security agency must make sure that the outgoing security guard hand over the charge to the next incumbent. No guard should leave the duty spot till his charge is handed over to the next guard.
- 27.5 The Security Agency must provide mobile communication system at all duty points/beats at the contractor's cost. The mobile set provided to the Security Supervisor must have internet connection and multimedia applications so that multimedia messages can be communicated to the Security Officer such as attendance, photos of incidents etc. A list of these mobile numbers should be submitted to the institute.
- 27.6 Such mobile phone sets should not be the personal property of the security personnel. It should be owned by the Security Agency and it should be handed over and taken over by the security personnel while leaving the duty spots.
- 27.7 The Security agency must provide photo identity card to each security personnel employed and the copy of the same should be submitted to the Institute. The security personnel must wear proper I.D. cards, while on duty.

28. Service Execution Procedure

- 28.1 Upon award of the contract, the contractor will submit his acceptance of the work order and will submit a list of security personnel intended to be deployed in the institute premises under this contract. This list will consist of

- a) In the case of ESM and personnel from Central Para Military Forces and CPOs, name of the personnel, his rank, service number while he was in service, date of birth, date of discharge from the service, photograph and a copy of the discharge book/pension pay order (PPO).
- b) In the case of civilian security and fire management personnel, the name, date of birth, photograph, educational qualification, copy of the police verification done and training certificate by the agency.
- c) Certificate about non involvement of ESM and Civilian guards, both, in any criminal and police proceedings.

28.2 The Security Officer of the Institute will examine these documents and he will assess the suitability of these personnel to his satisfaction. Only those personnel who have been approved by the institute should be deployed in the institute.

28.3 The engaged personnel in no case be changed without prior permission and consent of the Security Officer of the Institute.

28.4 The security supervisor deployed in each shift of duty will report to the Institute's Security Officer on each day at the time as instructed by him.

28.5 The required number of security supervisors (ESM) should essentially be maintained.

28.6 Upon award of contract in the form of a work order, the contractor will submit an acceptance letter in their letterhead stating that they have received the work order and accept all terms conditions mentioned therein. Thereafter, the contractor will submit the Performance Guarantee and the Agreement in Rs.100 stamp paper as per the format given in this tender document within 15 days of award of contract.

29. Quality of Service

29.1 It will be the responsibility of the Agency to maintain the high standard of security services in the premises.

29.2 In case of any mishap within the premises of the Institute, the security personnel deployed on duty will take necessary action immediately and shall also inform about the same to the Security Officer, who in turn will take appropriate action accordingly. In case, the matter is required to be reported to the Police, the same shall be done by the Security Officer or in exceptional cases by the Contractor on the instruction of the CAO/Security Officer.

29.3 The Security Personnel should be given one weekly off after doing six days of work. One security guard should be assigned only one shift duty of 8 hours per day.

29.4 The Institute may carry out regular checks regarding specific number of Security Guards provided at any specific place of duties. If there is any breach in the aforesaid, the Institute may impose a penalty by not paying for the services of that number of Security Guards not found on duty and for that number of Gunmen whose guns are found to be non-operational (if gunmen employed).

30. Payments

- 30.1 No advances including mobilization advance and secured advance will be paid to the agency.
- 30.2. Bill should be prepared and submitted by the agency in three copies along with the attendance sheet duly verified by Security Officer.
- 30.3 The Agency shall maintain proper account of payments including statutory benefit being given to the security personnel engaged in the Institute. The contractor will make the payment of wages and other benefits to the security personnel, so deployed in the premises of the institute only through Nationalized Indian Bank transactions and as per the amounts charged by the agency in its monthly bill submitted to the Institute. No cash transactions will be made by the contractor to its security personnel. The contractor must submit the proof of payments and statutory benefits being given to the security personnel deployed in the premises of the institute for the previous month along with the bill of the running month. The bill should be raised by the agency based on the security staff actually present and not on the basis of the expected deployment.

30.4 The Agency will make the payment of wages to the security personnel adhering to all statutory requirements such as Contract Labour (Abolition & Regulation) Act, Minimum Wages Act, provisions for Provident Fund, ESIC or any other obligations. Daily wage should be paid adding the portions of leave pay and bonus.

30.5 The wages for the Security Personnel will be as follows :

- a) For Security Guards (Civilian) - Rate fixed by the Central Labour Commissioner for Watch & Ward Worker from time to time.
- b) For ESM Security Guards - As per DGR rates for non-armed Security Personnel.
- c) For armed guard (ESM) (if required additionally) - As per DGR rates for armed watch and ward worker.
- d) For Security Supervisor - As per DGR rates for Supervisor.

30.6 The wage calculations will be as per the following formula:

Basic wage as per paragraph 30.5 above	= w	= 1.0 w
Bonus (presently 8.33% of basic wage)		= 0.083w

Total daily wage (Total of basic wage + portions of leave pay+bonus=		1.083 w
		=====

30.7 This 1.083w should be multiplied with the number of duties carried out by a security personnel in a particular month to get the monthly pay to him. From this monthly pay, his subscriptions towards the EPF and ESIC should be subtracted to get the net monthly pay. This net monthly pay should be transferred to his bank account number from the Bank account of the contractor. There should not be any deviation from this and no cash transaction should be carried out for making payment of wages to security personnel.

- 30.8 The contractor will submit a statement of such transfer of fund from the contractor's bank account to the individual bank accounts of the security personnel duly signed and sealed by both the contractor and the Bank Branch Manager.
- 30.9 After making the payment of wages as mentioned above, the contractor will submit his monthly bill as per the formula given below :

Sl	Component	For Security Supervisors			For Security Guards		
		Daily Rate	No. of duties	Total	Daily Rate	No. of duties	Total
1	Wage component	Rss	Nss	$1.083 \times Rss \times Nss$	Rsg	Nsg	$1.083 \times Rsg \times Nsg$
2	EPF contribution by employer	$0.1315Rss$	Nss	$0.1315 \times Rss \times Nss$	$0.1315Rsg$	Nsg	$0.1315 \times Rsg \times Nsg$
3	ESIC contribution by employer	$0.0475Rss$	Nss	$0.0475 \times Rss \times Nss$	$0.0475Rsg$	Nsg	$0.0475 \times Rsg \times Nsg$
4	Net Total			$(1.262 \times Rss \times Nss)$			$1.262 \times Rsg \times Nsg$
5	Service charges for the agency			As per work order			As per work order
6	GST			As per existing rate			As per existing rate
7	Total bill			SI 4+SI 5 + SI 6			SI 4+SI 5 + SI 6

- 30.10 The Agency shall deposit EPF and ESI amount (total of subscription deducted from the security personnel and contribution claimed from the institute) and submit the photocopies of the challan/ returns of previous month and furnish respective information about EPF and ESI in the format prescribed by the Institute as per Annexure-B & C respectively along with running monthly bills.
- 30.11 The Institute shall release the payment to the agency only for providing services of security personnel, on actual basis, for the minimum number of security personnel deployed in the institute's premises as per schedule of requirements.

31 Penalty for unsatisfactory services

- 31.1 The Contractor is expected to provide his services strictly as per the requirements in this tender document. Any deviation may be treated as 'unsatisfactory services' and may attract appropriate penalty.
- 31.2 Any violation of the terms and conditions of this tender document, will be treated as a breach of contract, and appropriate penalty will be imposed. Recurrence of imposition of penalty may lead to termination of the contract.

- 31.3 If the contractor fails to deploy less than the requisite number of Security Guards will also be considered as breach of contract and will attract a penalty. An absence of more than 10 percent of requisite Security Guards (Civil Guards and ESM guards put together) on a particular day will be considered as breach of contract. Absence of more than 10% of security guards, as mentioned above, will attract a penalty equivalent to 1.5 times the daily wages of the number of less persons above 10 percent. This penalty will be in addition to the penalty mentioned in paragraph 31.4.
- 31.4 An absence of more than 10 percent of requisite Security Guards (Civil Guards and ESM guards separately) on a particular month will also be considered as breach of contract. Absence of more than 10% of security guards, as mentioned above, will attract a penalty equivalent to 1.5 times the daily wages of the number of less persons above 10 percent.
- 31.5 In the event of a security guard could not reach for assigned duty, additional duty can be given to a willing security guard who performed the previous shift duty. However, this assignment of additional duty to a security guard should not be more than 10% in a month both for a particular security guard and also to the total number of manpower supplied in a month. Such Additional Duties of more than 10% will attract a penalty equivalent to 1.5 times the daily wages of the number of such additional duties above 10 percent
- 31.6 The Security Officer shall have the authority to treat such guards absent on duty, by making necessary entries in the duty register maintained by the Security Supervisor, if any personnel is found missing from the security post/ beat or found sleeping while on duty or found under the influence of any drug or intoxicants or found guilty of conduct unbecoming of a security personnel or found attempting to claim false attendance.
- 31.7 Repeated instances of imposition of penalty may lead to termination of the contract and forfeit the amount of Performance Guarantee/ Security Deposit by the Contractor.

**SECTION 5
TECHNICAL BID****(FORMAT OF COVERING LETTER TO BE SUBMITTED ON LETTER HEAD OF THE
BIDDER along with Technical Bid)**

Description of Work : **PROVIDING SECURITY AND FIRE MANAGEMENT SERVICES IN
THE INSTITUTE PREMISES AND RESIDENTIAL COLONY
'VANIKA'.**

Bid Reference No. : IIFM/Tender/2018-19/Security/01

To

The Chief Administrative Officer,
Indian Institute of Forest Management
PO Box No. 357, Nehru Nagar, Bhopal

Sir

Having examined the conditions of Contract and specification of work in the Tender document for Security Services duly signed and submitted herewith, including addenda the receipt of which is hereby duly acknowledged, we, the undersigned offer to execute the Services described in the Tender document, in conformity with all terms, conditions and specifications as per bid document for the sum of the Contract Price (the wage component and the service charge component) mentioned in the Financial Bid.

The Bid document and all other correspondence with regard to it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you receive.

We are not a blacklisted or debarred agency by any Govt. of India or Govt. of M.P. office or their Autonomous Institutions at the time of signing this bid. Should the contrary be found at a later date, we know that our bid is liable to be rejected or punished under this document.

We undertake, if our Bid is accepted, to deliver and execute the work in accordance with the schedule specified in Schedule of Requirements. We also undertake that the bid documents do not contain any amendment, modification or change of any type whatsoever in the bid documents and also to any amendment issued after pre-bid meeting.

If our Bid is accepted, we will furnish the Performance Security - a sum equivalent to 10% of the Contract Price or Rs. 10.00 lakhs, whichever is more for the due performance of the Contract, in the form of interest free amount as prescribed by the Institute.

We agree to abide by this Bid for a Period of bid validity of 90 days from the date fixed for Bid opening. It shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us), in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988.

We hereby confirm that this bid complies with the Bid validity and EMD required by the Tender Document.

We are attaching herewith a self attested copy of our currently valid PAN card.

Yours faithfully

(Authorized Signatory)

Name & Title of Signatory-----

Name of Bidder-----

Address-----



**TECHNICAL BID FORMAT
(Bid Reference No. : IIFM/Tender/2018-19/Security/01)**

The information to be filled in by the Bidder in the following pages will be used for purposes of Evaluating the Technical Part of the Bid

Document No .1**1. Organisational Information**

1.1 Name of the Organisation
.....

1.2 Licence Number as contemplated under
.....
the Private Security Agency (Regulation)
Act, 2005 and amended from time to time.

1.3 Legal requirement as provided in Section 4
.....
of said Act 2005 to carry on the business
of private security agency:

1.4 Labour Licence Number
.....

1.5 EPF / PF Registration Number
.....

1.6 ESI Registration Details
.....

1.7 Company incorporation number
.....
Regulation Act

1.8 Service Tax/GSTIN Registration details.
.....

1.9 Constitution or legal status of Bidder
.....

(Attach copy of MoU/Deed)

- Place of registration _____
- Principal place of business _____
- (Power of attorney of signatory of Bid (Attach copy)

Document No .2

2. Details of Work performed as prime contractor (in the same name) on Services of a similar nature over the last five years.

Project Name	Name of Institute	Description of work	Contract No.	Value in Rs. Lakh	Date of issue of work order	Stipulated period of completion	Actual date of completion	Remark

Document No .3

3. Qualifications and experience of Security and Fire Management personnel proposed for administration and execution of the Contract. Attach biographical data.

Position	Name	Qualification	Years of experience (general)	Years of experience in the proposed position	Identity number of discharge book

Document No .4

4. Financial reports for the last three years: Audited balance sheets and profit and loss account along with auditors' reports etc., from 2015-16 to 2017-18. List them below and attach copies.

Document No .5

5. Gross receipts from Security Services for last two years, (minimum two years) as per service tax return.

Year	2016-17	2017-18
Gross receipts (Rs. In		

Lakh)		
-------	--	--

Document No .6

6. Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit etc. list them and attach copies of support documents.

Document No .7

7. Name, address, telephone and fax numbers and e-mail ID of the Bidders' bankers who can provide references, if contacted by the Institute.

Document No .8

- 8 Information on litigation history in which the Bidder is involved.

Other party(ies)	Institute	Cause of dispute	Amount (Rs.)	Remarks involved showing present status.

Document No .9

9. Statement of compliance under the requirements of Sub Clause 2.1(ii) of the instructions to Bidders.

Document No .10

10. Proposed security plan (the Bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of the Tender Document).

Document No .11

- 11.The following documents are submitted along with the bid:

SI	Description	Documents submitted (Mention Yes or No)
1	Copy of the Valid licence as mandated under Private Security Agencies Regulation Act clearly indicating the Registration number and date of registration	
2	Copy of Company incorporation certificate	
3	Currently valid Labour License issued by the Labour Commissioner under Contract Labour (Regulation & Abolition) Act, 1970.	
4	Currently valid Registration Certificate with the Provident Fund Commissioner under Employees Provident Fund & Miscellaneous Provisions Act, 1952.	

5	Copy of currently valid Registration certificate issued by ESIC.	
6	Currently valid registration with Service Tax Authorities for Service Tax under Security Services /GSTIN registration.	
7	Copy of Service Tax Return indicating average receipts of Rs.2 00 lakhs from security services for the FY 2016-17 and FY 2017-18.	
8	Copies of work orders / Security Service contracts for the year 2016-17 and 2017-18 showing evidence of employing more than 100 Security personnel individually or cumulatively to any Central Govt/State Govt./PSUs/Autonomous Institutions of Gol/State.	
9	Attested copies of the relevant documents and documentary evidences in support of para 10.1 to 10.4 of the technical bid evaluation.	
10	Complete set of tender document duly signed by the Bidder or his authorised signatory on every page	
11	Security Plan for the institute prepared by the Bidder	
12	Photocopy of PAN Card	
13	Copies of Income Tax Return for FY 2016-17 and FY 2017-18	
14	Print out of EMD of Rs.300000/- (Rupees Three lakhs only) paid online.	
15	Certificate of Chartered Accountant as per Annexure A	

Note : (I) If the bidder fails to submit any of the above documents, the bid is liable to be rejected and if any bidder is found to have submitted forged/manipulated documents, the bid will be summarily rejected.

(ii) All enclosures must be paginated in sequential order. Loose documents must not be submitted

Document No.12

Information for Technical Evaluation as per documents No.11 above

Sl	Description	Response
1	Number of years in Operations (as per PASARA)	
2	Gross receipts from security services (average of FY 2016-17 & 2017-18)	
3	Number of Manpower on roll (in govt organisations in FY 16-17 &17-18)	
4	Experience in government agencies or its autonomous bodies or central/state govt. institutions in F.Y.2016-17 &2017-18	

Document No .13

Certificate of Chartered Accountant as per Annexure A

Document No.14

12 Upload Scan copy of Tender Cost

Document No .15

13 Upload Scan copy of EMD

Document No .16

14 Any other document

Document No .17

15 Any other document



SECTION 6
FINANCIAL BID

Name of Contractor

Address

The Agency/Contractor offers its services under the terms and conditions of this tender No. **IIFM/Tender/2018-19/Security/01** as :

.....%

(.....percent) only*

Notes :-

- 1 While working out the details of service charge, all administrative and other expenses including the cost towards communication link (mobile phones) between all the beat posts, security supervisors and Security Officer of IIFM, installation of Biometric attendance machine, at IIFM, arrangements for search lights (**with minimum four cells**) for each post, providing uniform and rain coats, photo ID card, the cost of daily patrolling/ checking by Supervisor (twice to each beat post in each shift including the Vanika Campus), surprise check by the representative of agency (minimum twice per week), TDS as applicable and any such other charges related to these services including office and all other related expenses etc, should be taken into consideration by the Agency.
2. Taxes/GST as applicable will be paid in addition to the Service Charges as applicable during the period of billing.

AGREEMENT FORM

(To be executed in 100 non-judicial stamp paper after award of contract)

This agreement made on the _____ day of _____ 2019 (two thousand nineteen) between the Indian Institute of Forest Management, Nehru Nagar, Bhopal (MP) (hereinafter called "the Institute or the Institute") and _____ (name and address of contractor) (hereinafter called "the Contractor" or the "the agency").

Whereas the Institute is desirous that the Contractor executes Security and Fire Management Services as per the tender document No. IIFM/Tender/2018-19/Security/01 (hereinafter called "the Services") and the Institute has accepted the Bid by the Contractor for the execution and completion of such Services and the remedying of any breach therein, at a service charge of% (.....in words) expressed as a percentage of wage component as mentioned in our bid.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall assume the same meanings as are respectively assigned to them in the Conditions of Contract and they shall be deemed to form and be read and construed as part of this Agreement.

In consideration of the payments to be made by the Institute to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Institute to execute and complete the Security and Fire Management services, as per all the terms and conditions mentioned in the tender document (Bid Reference No. IIFM/Tender/2018-19/Security/01), which is a part of this agreement, and remedy the breaches in conformity in all aspects with the provisions of the Contract document.

2. The Institute hereby covenants to pay the Contractor in consideration of the execution and completion of the Services and in the remedying the breaches wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

The tender document under which this agreement is signed shall be deemed to form and be read and construed as part of this Agreement.

The Common Seal of the Indian Institute of Forest Management hereunto affixed in the presence of:

Signed Sealed and Delivered by
(Signature of Institute)

In presence of

1. _____

2. _____

Signed Sealed and Delivered by

Seal and Signature of Contractor

(Signature of the contractor)

In presence of :

1. _____

2. _____



Certificate of the Chartered Accountant

Certified that M/s _____ (name and address) is in Security Services Business having PASARA License No. _____ w.e.f. _____ (date). The details of their Annual Turnover, Receipts from Security Service (watch and ward) business alone, and other details are as follows:

Particulars	Total of the company	Only from Security Service Business
Annual Turnover of FY 2016-17		
Annual Turnover of FY 2017-18		
No. of manpower on roll for FY 2016-17		
No. of manpower on roll for FY 2017-18		
No. of years of experience in Business		
No. of contracts from govt agencies or its autonomous bodies during FY 2016-17		
No. of contracts from govt agencies or its autonomous bodies during FY 2017-18		

Name and signature of Chartered Accountant with Office seal

Annexure-B

STATEMENT OF EPF DEPOSITION TOWARDS SECURITY PERSONNEL ENGAGED AT IIFM DURING THE MONTH OF

Sl. No.	Name of Security Personnel	EPF No.	A/c	Institute's Contribution	Employee's Contribution	Total

Signature of Authorized Signatory
Seal

Date:

Place:

Note: This statement must be accompanied with the challan from O/o the EPF Commissioner, Bhopal along with Certificate about inclusion of EPF contribution towards IIFM Security Personnel as mentioned above.

.....

Annexure-C

**STATEMENT OF ESI DEPOSITION TOWARDS SECURITY PERSONNEL ENGAGED
AT IIFM DURING THE MONTH OF**

Sl. No.	Name of Security Personnel	ESI Membership	Institute's Contribution	Employee's Contribution	Total

Signature of Authorized Signatory
Seal

Date:

Place:

Note: This statement must be accompanied with the challan from O/o the ESI, Bhopal along with Certificate about inclusion of ESI contribution towards IIFM Security Personnel as mentioned above.