



॥ सा विद्या या विमुक्तये ॥

ಭಾರತೀಯ ತಂತ್ರಜ್ಞಾನ ಸಂಸ್ಥೆ ಧಾರವಾಡ

भारतीय प्रौद्योगिकी संस्थान धारवाड

Indian Institute of Technology Dharwad

Near High Court, PB Road, Dharwad-580011

TEL NO: +91 836 2212 839

TENDER FOR PROVIDING
SECURITY SERVICE TO IIT DHARWAD

Tender no.: IITDH/C&S/2019-20/08

Notice Inviting Tender (NIT)

1	Date of Tender Publishing on website	24 Jul 19
2	Pre-bid meeting and site visit at IIT Dharwad <u>(Attending pre-bid meeting & site visit is a mandatory condition for participating in this tender)</u>	05 Aug 19 at 1000 hrs
3	Date of publishing pre-bid queries (to be uploaded on the website) and publishing revised RFP (as the case may be)	07 Aug 19
4	Last Date and Time for Submission of Tender	19 Aug 19 at 1100 hrs (No late bid will be accepted)
5	Opening of Technical Bid	19 Aug 19 at 1130 hrs
6	Address for submission of bid documents	The Assistant Registrar (C&S) IIT Dharwad Pune Bengaluru Highway Near High Court Dharwad bench Dharwad, Karnataka – 580011
7	Venue for opening of Technical Bid	Same as above
8	Duration of Contract	Initially 01 year from the date of issue of work-order (Subject to further extension as per tender terms)
9	EMD	Rs.6,00,000.00 (Rupees Six lakh only) (Firms having valid NSIC / MSME certificate may be exempted)
10	Estimated tender value	Rs.2.00 Crore approx.
11	Schedule of Opening Commercial Bids	Schedule for opening of Commercial Bids will be notified only to the bidders qualifying the Technical Bid evaluation. Presence of the bidder or his/her authorized representative at the time of opening of the Commercial bids is highly preferable.

Detailed tender notice can be downloaded from the website of the Institute at: http://iitdh.ac.in/announcements_tenders.php

The right to suspend the tender process or part of the process, to accept or reject any or all the tenders at any stage of the process and/or to modify the process or any part thereof at any time without assigning any reason thereto vests with IIT Dharwad without any obligation or liability whatsoever.

**Sd/-
Assistant Registrar (C&S)
IIT Dharwad**

GENERAL INSTRUCTIONS TO TENDERERS/BIDDERS

1. IIT Dharwad invites Technical Bid along-with supporting documents, Earnest Money Deposit (in form of DD/Bankers Cheque in favour of Registrar, IIT Dharwad payable @ Dharwad) shall be submitted in separate sealed envelopes and then encased inside one sealed envelope super scribed '**Technical Bid for Providing Security Service at IIT Dharwad**'. All the pages of this tender document along with necessary Appendices (as applicable) duly signed and stamped, will form the technical bid.
2. **The Price Bid** as per the format annexed with this tender document, should be duly filled, stamped and signed by the authorized signatory of the agency/firm/company and sealed in a separate envelope super scribing '**Price Bid for Providing Security Service at IIT Dharwad**'.
3. The Technical bid and the Price bid shall be sealed in one envelope super scribing '**Tender for Providing Security Service at IIT Dharwad**'
4. The technical bids shall be opened as per schedule placed at **Notice Inviting Tender (NIT)**. The vendors who are short listed after qualifying technical bid evaluation will be intimated the date of opening of price bids subsequently through proper means. IIT Dharwad reserves the right to reject any or all the tenders/bids without assigning any reason thereof.
5. The tender **for Providing Security Service at IIT Dharwad** shall initially be awarded for a period of one year from date of award of contract. However, the tender may further be extended for a period of two more years (on year to year basis) on mutual agreement subject to providing satisfactory service to IIT Dharwad. It may also be noted that the rates quoted by the firm (except minimum wages component & statutory payments), terms & conditions of the tender document shall remain unchanged during the currency of contract and extension period, if any.
6. For any query/Clarification please contact IIT Dharwad during working hrs and days on arcs@iitdh.ac.in. Bidders are requested to seek all clarifications through mail at the said id within the stipulated timeframe only (i.e. up to pre-bid meeting scheduled as per the NIT). Please note that no query / input from bidders will be addressed from the point of view of modification in IIT Dharwad requirement after the pre-bid is over.
7. Bidders are invited to participate in a pre-bid meeting scheduled as per the NIT. In case the pre-bid meeting is not held on the due date due to unavoidable reasons, it will be held on the very next day. **Attending Pre Bid meeting and site visit is mandatory. Only those firms who will attend the Pre Bid meeting will be eligible to participate in the Tender.** Please be present in the Conference Room of IIT Dharwad, WALMI Campus, Dharwad-580011 for this purpose. All inputs / queries will be submitted to arcs@iitdh.ac.in before start of the meeting. The agenda of the pre-bid meeting is as follows: -
 - (a) Elaboration of terms and conditions and procedure of selection.
 - (b) Response to the queries.
 - (c) Site visit.
8. The detail of information to be provided along-with bid, tentative penalties, and other instructions are appended at **Appendix A - F** to this document.

SCOPE OF WORK/CONTRACT

1. IIT DHARWAD currently operates from about 135 acres WALMI (Water And Land Management Institute) Campus and other leased buildings in and around Dharwad town with various facilities spread across a large area. Also, construction work at the permanent campus site which is approx. 470 Acres (at village Chikkamalligewad, Dharwad) is currently in progress.

2. This tender document provides for requirement of Providing Security Service at **IIT Dharwad (which shall include WALMI campus, Permanent campus site of approx. 470 Acres and other buildings leased by IIT Dharwad)** to the entire satisfaction of the Institute authorities. Security services will be comprehensive in nature covering all aspects of security of IIT Dharwad premises and other leased buildings. The scope of work is as following: -

(a) To provide surveillance at IIT Dharwad (as defined above) at all-time on all days, also to protect IIT Dharwad land, natural resources, construction site, buildings (including leased / hired buildings), fitting and fixtures, equipment, office records, movable and immovable items of IIT Dharwad.

(b) Maintenance of law and order at IIT Dharwad at all times.

(c) To manage and regulate traffic, both vehicular and pedestrian at the Institute and to restrain trespassers / intruders and taking necessary action in consultation with IIT Dharwad authorities.

(d) To manage and monitor all entry and exit points and to deal with defaulters ensuring that the persons of doubtful antecedents are not permitted inside the campus and that IIT Dharwad is free from tress-passers, squatters and stray animals.

(e) To secure and man entry and exit points of various facilities / departments / Sections / Offices of IIT Dharwad. Checking, verifying, controlling and managing entry and exit of personnel, material and resources.

(f) To Check material/property, going out of the building/campus through proper management of Gate Pass in consultation with the IIT Dharwad authorities

(g) To provide aid and assistance to the campus inmates in need or in emergency situations including assisting / guiding hostel inmates / Students with institute rules and directions.

(h) Carrying-out regular patrolling throughout IIT Dharwad to check sabotage, theft, pilferage by manning security posts through adequate number of guards in consultation with the IIT Dharwad authorities. Patrolling shall be carried out in adequate frequency consulting IIT Dharwad authorities.

(i) To investigate security incidents at IIT Dharwad and to report such occurrences to the institute authorities.

(j) Carrying out prompt and necessary action in case of Fire, Accident, Theft, Trespassing, Suicide, Physical fight etc. or any other exigency.

(k) To liaise and coordinate with Police, Fire and other disaster management authorities when needed to promptly deal with emergencies, safety and security

issues.

(l) Implementation of orders/directions from institute authorities for day to day functioning of the institute and implementation of security measures. Ensuring effective inter-communication among security organization of IIT Dharwad

(m) To provide continuous security service 24X7 to IIT Dharwad throughout the year.

3. In event of death, fire, accident, suicide, natural calamity, rape, molestation, theft, pilferage, sabotage, intrusion, trespassing or any other incident, the Contractor will deal with the incident professionally through security personnel deputed by him and immediately inform IIT Dharwad and other concerned authorities on first instance through the fastest means. In order to tackle eventuality, the contractor will devise Standard Operating Procedures and will get them approved by the IIT Dharwad authorities before implementation.

4. The contractor shall ensure wearing of smart, neat, clean and well ironed uniform (fully funded by the contractor) by the staff deployed at IIT Dharwad. The uniform is to be worn by the staff at all time during the deployment and shall be in good condition. The pattern and outlook of the uniform shall be identical. The Contractor shall provide necessary accessories along with uniform to the deployed security personnel at his own cost. The details of uniform to be provided per annum per security personnel is as follows: -

- a) Two shirts and two pair of trousers for male guards.
- b) Two pair of salwar kameez or two sarees for female guards.
- c) One pair of shoes and two pair of socks.
- d) One jersey pullover/Jacket for cold weather conditions.
- e) One Name Plate.
- f) Two Caps, one Belt and one Scarf.
- g) Ceremonial uniform for special occasions.
- h) One Rain coat.
- i) One umbrella.
- j) One pair of Gum boots.
- k) Baton and whistle one each.

5. **Manpower requirement**- The numbers of guards may increase or decrease from time-to-time as per the existing requirement of IIT Dharwad of the time. Following security manpower is required to be provided by the Contractor: -

<u>Sl No</u>	<u>Shift (08 hrs each)</u>	<u>No. of Guards required</u>		<u>No of supervisors</u>
		Male	Female	
(a)	0600 hrs - 1400 hrs	23	3	02
(b)	1400 hrs – 2200 hrs	23	3	02
(c)	2200 hrs – 0600 hrs	28	6	02
Total*		74	12	06

security/ surveillance equipment: -

- (i) Hand held Metal detector (HHMD)
 - (ii) Trolley Mirror (Under Vehicle Search Mirror) / carriage mirror.
 - (iii) Electronic Surveillance equipment like Access Control System, Security Cameras, etc.
- d) The employed security staff should have undergone security training and should have certificate authenticating the same.
- e) The security personnel fulfilling the above criteria will be approved through screening by IIT Dharwad authorities before being deputed. Finalized and approved individuals will not be changed without prior approval. In case due to unforeseen circumstances an individual has to be changed then the details will be submitted before 48 Hrs.
- f) The prospective bidders may kindly note that security service is to be provided round the clock. It is advised to maintain an additional work force at 1/6th of the above requirement to ensure compliance to the labour laws. Over and above this, the bidder is also required to have buffer manpower to cater to medical emergencies, weekly off, leaves availed by the guards or any other unforeseen event.
- g) It may kindly be noted that in order to encourage more no. of Ex-servicemen Guards, IIT Dharwad will pay an additional amount of 10% over and above the (minimum wages + DA) specified for this tender.

9. The contractor shall deploy physically fit, able bodied and alert security staff which shall understand directions given by the IIT authorities clearly. Deployed personnel will have no access to the Admin and Technical Areas except when detailed on duty there.

10. The day to day work distribution, supervision and inspection will be carried out by the contractor under his supervision to ensure satisfactory performance by security personnel. The contractor shall supervise and control workmen throughout the period of the Contract.

11. Contractor shall ensure that necessary documentation is maintained by the security organization. The resources required for the same shall be borne by the contractor.

12. The identity, character and Antecedents of all personnel/workers employed by the Contractor for the whole job shall be verified by the contractor. The contractor shall submit police verification report at the time of award of work. The contractor must furnish the name; address and photograph of the security personnel deployed in IIT Dharwad and shall inform any changes therein to the IIT Dharwad authorities.

13. In case of injury/loss of life of Contractor's personnel inside or outside the IIT Dharwad, it shall be the sole responsibility of Contractor to make payments towards any treatment or compensation of legal matters arising there from. All responsibilities of personnel employed shall lie with the contractor. Contractor shall provide treatment, compensation and attend to legal matters arising thereof. The Contractor shall also indemnify IIT Dharwad by executing an Indemnity Bond as per para 11 of special terms and conditions of this tender document.

14. Any loss, theft or damage occurring at IIT Dharwad, due to negligence of contractor's personnel/ guard, will be made good by Contractor. However, the decision of the competent authority of IIT Dharwad shall be final and binding in this regard on the part of the contractor.

15. In case of any theft or damage to the property of IIT Dharwad by the contractor's personnel, the entire cost will be borne by the Contractor. Any damage found prior to the date of contract shall be brought, to the notice of IIT Dharwad immediately.

16. Contractor's staff shall not involve themselves in any type of discussions; argument, quarrel or fighting with any of the worker/staff, officers of IIT Dharwad. They shall always behave politely and firmly while performing their duties. Any matter creating hindrance in duties shall be brought to the notice of IIT Dharwad authorities.

17. Security personnel who are habitual offenders and are found continually non-conforming to the contractual terms will be replaced by the Contractor.

18. Baggage of the Security Guards/Supervisor under this contract will not be permitted inside the IIT Dharwad. Individuals shall be allowed to carry only those items/stores which are required for performance of assigned duty.

19. The Contractor will not further subcontract to any other person or third parties. In case of violation, the competent authority of IIT Dharwad shall have full right to terminate the contract forthwith and forfeit the security deposit without prejudice to any other rights available under the terms of contract or under law.

20. IIT Dharwad is a total tobacco and alcohol free campus, therefore none of the staff deployed at the campus should be possessing or consuming alcoholic and tobacco products. Violation will attract penalty and strict disciplinary action. Consumption of drugs or any other intoxicants by the guard on duty is prohibited and will attract strict action including levy of financial penalty.

21. The Contractor will have to make their own arrangements for providing accommodation, messing, uniform and conveyance for their employees. IIT Dharwad shall have no obligation whatsoever in this regard.

22. The Contractor shall pay all statutory payments including annual bonus to his staff as per Govt. Orders and claim the reimbursement later. An undertaking with valid proof of payment of this effect from the contractor is required for the release of payment against the claimed bills.

23. The Competent authority of IIT Dharwad shall reserve the right for levying penalty or cancellation of contract. The contract may be terminated in the event of occurrence of any of the following contingencies: -

- (a) The expiry of the contract period - Without any prior notice
- (b) On giving one-month notice by either side. During the period of notice both the parties shall continue to discharge their duties and obligations.

24. In the event of any dispute or difference between the parties signing agreement for this service, the same shall be referred to the sole arbitration of the competent authority of IIT Dharwad, whose decision thereon shall be final and binding on the parties there to.

25. The successful bidder shall be required to execute an agreement on the format

approved and supplied by IIT Dharwad on stamp paper of appropriate value at his own cost.

26. At the time of signing the contract, the contractor shall produce original copy of the empanelment certificate (with photograph and signature of the proprietor /Directors) under Private Security Agencies Regulation Act, 2005/Karnataka Private Security Agencies Rules, 2008/Director General Resettlement (DGR) Registration or relevant registration under any other state govt. act for carrying out the security services.

27. **Minimum eligibility criteria:** - IIT Dharwad has set up minimum eligibility criteria (**11 points to be read with notes**) for the bidding purposes. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting documents along with the technical bid: -

<u>Sl. No.</u>	<u>Criterion</u>	<u>Documents to be provided</u>
(a)	The bidder shall be a firm/ company/ partnership/ proprietorship firm registered under the Indian Companies Act, 1956/ the partnership Act, 1932 and who have their registered offices in India.	Copy of Certificate of incorporation and/or Partnership Deed. (As the case may be)
(b)	The bidder should be in security service business for not less than five years before 31/07/2019. Bids of firms which are not in existence / security service business for 5 years as mentioned above shall not be considered.	To be certified & validated by Chartered Accountant (CA) of the bidder's organization with name of CA, registration number, signature and stamp.
(c)	Bidder should have a minimum average turnover of Rs. 1.5 crore each in last three years exclusively from providing security services. For this purpose last financial year would be considered as the one ended on 31.03.2018 and not any later period.	
(d)	The Bidder has to be profitable and should not have incurred loss in any of the last 3 consecutive Financial Years (FY 2017-18, 2016-17 & 2015-16)	
(e)	Bidder should be registered with Income Tax and Goods & Service Tax departments	
(f)	Bidder should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other Labour authorities including under the Contract Labour (Regulation and Abolition Act).	(a) Attested copy of the Employee Provident Fund registration letter / certificate. (b) Attested copy of the Employee State Insurance registration letter / certificate.
(g)	The bidder or any of its partners/directors etc. should not have been black listed/debarred by any of the government agencies or department or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations.	Self-Declaration in the format in Appendix-'D'

(h)	<p>The bidder should have a registered Office for security services at Hubali-Dharwad or should open a registered office in Hubali-Dharwad at the time of award of contract so as to attend to IIT Dharwad calls within 30 Minutes and resolve at the earliest.</p>	<p>Relevant document verifying ownership or legal lease of the registered office as per list of valid address proof documents mandated by Unique Identification Authority of India (UIDAI). Or in case the bidders are presently not having office at above mentioned location then they should provide an undertaking to open a registered office within 30 days of award of contract. Relevant document verifying ownership or legal lease of the registered office as per list of valid address proof documents mandated by Unique Identification Authority of India (UIDAI) be provided within the stipulated time.</p>
(i)	<p>The bidder must participate in the scheduled pre-bid meeting and site visit (Refer NIT). The bidders will be given an opportunity for site visit and understand user requirement on ground, provide inputs and seek clarifications. All such clarifications and inputs are to be preferably send in advance before the scheduled date of pre-bid meeting to arcs@iitdh.ac.in.</p>	<p>A roll of attendance of all those attending the pre-bid meeting and site visit, authenticated by suitable IIT Dharwad authority will be published with pre-bid meeting on IIT website. IIT Dharwad reserves a right to technically reject bids received from bidders who have not participated in the pre-bid meeting.</p>
(j)	<p>Bidder should have provided annual security service to at least three (3) Government clients/ PSU/ Public Sector Companies/ Banks/ Central & State Educational Institutes of repute satisfying following criteria: -</p> <p>In addition, the bidder must have carried out following security or similar assignment of minimum indicated value: -</p> <p>(a) Three completed annual security or similar services costing not less than the amount equal to 40% (Forty per cent) of estimated cost (i.e. Rs 80 lakh each); or</p> <p>(b) Two completed annual security or similar services costing not less than the amount equal to 50% (Fifty per cent) of the estimated cost (i.e. Rs 100 lakh each); or</p> <p>(c) One completed annual security or similar service costing not less than the amount equal to 80% (Eighty per cent) of the estimated cost (i.e. Rs 120 lakh).</p>	<p>Certified Work/ Supply Orders /Agreements for award of security service in support of past orders / contracts with Government clients / PSU / Public Sector Companies / Banks / Central & State Educational Institutes of repute.</p> <p>The contractor will have to furnish satisfactory work completion certificate of concerned contract concluding authorities from concerned organization for verification of successful / satisfactory completion of such security work.</p>

(k)	In case the bidder has provided service to IIT Dharwad in past, the service should be satisfactorily completed.	A certificate of satisfactory service completion from competent authority of IIT Dharwad must be attached, else the bid will be technically rejected.
-----	---	---

Note:-

- a. **Failure on the part of the bidder to participate in the mandatory pre-bid meeting and site visit will result in rejection of his bid as nonresponsive.**
- b. **Any firm/bidder not fulfilling any of the above mentioned criteria duly supported by the indicated documents shall be out-rightly rejected and the bid shall not be considered for further evaluation.**

28. Evaluation Criteria: -

(a) Technical bids will be opened first and evaluated based on the documentary validation and evaluation criteria (including minimum eligibility criteria) stipulated in the tender document. Commercial bids of only technically suitable/ qualified bidders will be opened. Unopened commercial bids along with EMD of technically unsuitable bidders will be given back to the bidders. Bidders will have to collect the same along-with a requisition.

(b) The bidders will have to quote the price as per the format provided in the Appendix and the L-1 firm will be awarded the work. The L1 firm shall be decided on the basis of the lowest grand total rate offered (exclusive of GST, which shall be paid on actual as applicable).

(c) The Price Bid is to be quoted after taking into account - **Minimum Wages for Zone 'B', as prescribed by Central Ministry of Labour & Employment, Govt. of India**, as applicable on the date of issue of this Tender. ESI, PF & other statutory payments should not be less than what is stipulated by the statutory provisions / Acts by the Central Government.

(d) The rate must be as per the price bid format without any ambiguity. **Conditional offers or proposals not furnished in the format attached at Appendix 'E' shall be considered non-responsive and are liable to be rejected.**

Special Terms and Conditions

1. The bidding firms are advised to study the various clauses contained in the Special Terms and Conditions before submitting their bids carefully. Firms willing to participate in the tender must have to visit IIT Dharwad, and acquaint themselves with the nature and quantum of work involved before submitting the bids.

2. **Minimum Wages and Social Security Provisions.** The minimum wages payable and other statutory obligations related to social security on the part of the Contractor (employer) will be as under:

- (a) **Minimum Daily Wages:** Minimum wages are to be paid as prescribed/notified by Central Labour Commissioner (Central) or as by Labour Commissioner (Karnataka) from time to time, whichever is higher.
- (b) **Variable DA:** As revised/applicable from time to time based upon CPI or any other basis specified by the concerned office.
- (c) **Social Security:** The EPF and ESI shall be payable to the workmen as per rates prescribed by the concerned authority from time to time. The Contractor can deduct workmen's contribution from the wages payable to the workmen. The employer's contribution is to be paid by the Contractor himself. Contractor will submit necessary proof for claiming contributions against EPF & ESIC along with bills.
- (d) The minimum liability of payment on the part of the Contractor to the workmen or to their respective accounts will be the total of:
 - (i) Minimum daily wages
 - (ii) Variable DA on daily wages.
 - (iii) EPF
 - (iv) ESI
 - (v) Other mandatory charges applicable to the services as prescribed by the relevant authorities in Govt. from time to time.
- (e) TDS @ 2% shall be made from the amount payable to the Contractor. The TDS certificate will be issued by IIT Dharwad. Payment of income tax on profits of the firm is the sole responsibility of the Contractor

3. **Contract Implementation.**

- (a) Sub-contracting of the work will not be allowed.
- (b) Persons below the age of 18 years shall not be engaged for the work. The Contractor will submit medical certificate/any other certificate as age proof of the workmen deployed by him. The Contractor will also submit medical certificate to the effect that the workmen deployed by him are fit for work and are not suffering from any contagious disease.
- (c) Working hours will be 8 hours per day for the workmen excluding break period. The timings and the break period will be indicated by the authorised rep. of the institute.

- (d) Contractor shall not change any employee without consent of the authorised rep. of the institute. Contractor will provide his telephone numbers of his office/residence/mobile on which he can be accessed / approached by institute.
- (e) The Contractor will be accountable for any accident, injury and loss of life to the workers deployed by him and shall be responsible for payment of compensation as per law. If need arises, the institute will recover such amount from the **Contractor to effect payment to the affected person(s)**.
- (f) **Institute reserves the right to terminate the contract at any time without assigning any reason.** However, wherever feasible the institute may consider notification of the annulment in advance to the Contractor.
- (g) The successful Contractor /agency / firm / company will have to deposit a refundable interest free security deposit in form of Performance Bank Guarantee (PBG) in favour of **Registrar, IIT Dharwad** of Rs. (approx. 10% of the contracted value of service i.e. **Rs 20,00,000/-**) at the time of award of work from a scheduled/ nationalized bank payable at Hubballi / Dharwad. This PBG shall cover entire period of contract and shall remain valid for a period of 60 days beyond the period of contract. Deductions shall also be made from Contractor's PBG during implementation of the contract that may become due as **penalties for violation of rules, terms and conditions**, damages, liabilities or for other causes.

4. **Payment of Wages to the Workmen**

- (a) The contractor will pay the wages for a month to the workmen by 7th day of the succeeding month irrespective of release of payment to him from Registrar, IIT Dharwad. Absentee payment will be made within 2 days of the scheduled payment day.
- (b) The contractor will maintain all registers as required under the relevant acts/rules and shall get inspected by the authorized representative of the institute every month before payment.
- (c) The contractor will issue wage slips and employment cards as per relevant Act.
- (d) The contractor will make payment to his employees either through A/c payee cheque in presence of authorized representative of the institute as directed or through NEFT and produce the necessary documents in proof of payment. The contractor shall obtain signature or thumb impression of the workman on wage roll authenticated by the initials of the contract.
- (e) Wages shall be paid without any deductions except those specified by special order or permissible under the Payment of Wages Act.
- (f) In case of delayed/short supply of manpower, penalty/ liquidated damages @ 0.5% of the payment due for each week of delay or part thereof shall be recovered from the bills of the contractors.
- (g) EPF: The contractor shall deposit both parts of EPF, in the respective accounts of the workmen every month without fail. The contractor shall submit the proof i.e. copies of the challans/statements together with the list of workmen with account numbers and the amounts deposited against each to Accounts Section for processing the bills.

(h) In addition to the above items, the contractor is bound to comply with all the statutory requirements like ESI, EPF, Bonus etc. (as per the commercial bid document) in respect of payment to the workmen regarding wages.

5. **Variation in minimum wages during currency of the contract**

Any increase/ revision in the minimum wages or in the rates of social security provisions during currency of the contract shall be payable to the workmen. The contractor will make payment to his employees at the revised rates without waiting for a formal confirmation from the institute. The difference in payment shall be paid/recovered by the institute. The contractor shall present the necessary supporting documents to claim the variation.

6. **Safety & Insurance.**

- (a) The Contractor shall follow safety procedures in all respects.
- (b) The Contractor will adhere to safe working practices and will take all safety measures necessary for safety of his workmen. He will remain responsible for the safety of his engaged persons. The Contractor should provide all necessary safety instructions, personal protective safety equipment to the persons engaged by him as applicable and required.
- (c) The Contractor shall be liable to bear all expenses/damages/compensation in the event of any injury or loss of life of the personnel engaged by him while on duty.

7. **Security**

- (a) The Contractor and the persons engaged by him should not have any adverse police record and should bear good character. The Police Verification and security clearance initiation for all the workmen and supervisory staff is to be ensured by the Contractor at the time of placement of supply order. The receipt of the verification forms by the concerned Police Department will be furnished within 45 days of signing the contract.
- (b) The Contractor shall be bound by all security procedures followed at IIT Dharwad and abide by security instructions for all purposes. Workmen engaged by him will be liable for check and search by the security on duty while mustering in and out and also at the other random places and timings. Any breach/violation of security regulations in the work premises by any of the Contractor's persons shall be Contractor's responsibility.
- (c) The Contractor will be responsible for good conduct of his workmen. If any workman is found indulging in undesirable activities, he will have to be withdrawn immediately as asked by the institute and replaced with a new person.
- (d) Institute reserves right to disallow any or all of the Contractor's men from being deployed inside the institute campus without assigning any reason.
- (e) In the event of any damage to the property of the institute or life of its employees and/or their dependents the Contractor shall be liable for payment of compensation and/or prosecution in accordance with applicable law and provisions. Compensation for damage to the property of the institute will be as assessed by authorized representative(s) of the institute and shall be recoverable from the Contractor at market value.

8. Statutory Obligations

- (a) The Contractor shall abide by and comply with the provisions of all the Acts, Rules and notifications issued by Central/State Govt. as applicable from time to time in respect of the contracted work and all staff employed by him at his own cost and risk, including the following:
- (i) Contract Labour (Regulation and Abolition) Act 1970
 - (ii) Contract Labour (Regulation & Abolition) Central Rules 1971
 - (iii) Payment of Wages Act 1936, Payment of Wages (Amendment) Act 2005
 - (iv) Minimum Wages Act 1948
 - (v) Minimum Wages (Central) Rules 1950
 - (vi) Employees' Compensation Act 1923
 - (vii) The E.P.F. and Miscellaneous Provisions Act 1952
 - (viii) Employees State Insurance Act 1948
 - (ix) The Child Labour (Prohibition and Regulation) Act 1986
- (b) Liability arising due to failure to adhere to statutory or other legal provisions attributable to the Contractor shall be borne by the Contractor himself.
- (i) The Contractor shall maintain up to date records required for compliance with the provisions of all the Acts and Rules made by Central/State Govt. as applicable from time to time in respect of the contracted work.
 - (ii) If a bidding firm/Contractor is found violating any statutory provisions concerning labour laws or has given incorrect/false/misleading information, affidavit or documents at any stage of tender or contract, necessary action as deemed fit, that may include debarring of the firm, shall be initiated.

9. Payment to the Contractor(s)

- (a) Payment to the contractor will be made on monthly basis on presentation of bills and work completion certificate(s) from the authorized representative of the institute. **In case of any discrepancy in service or inadequate payment of wages / to debtors, bill payment will be withheld till resolution of all issues.**
- (b) Payment to the contractor is liable to be held back if the contractor fails to make payment due to the workmen engaged by him within statutory time period.
- (c) Deductions shall also be made from contractor's bills during implementation of the contract that may be become due as **penalties for violation of rules, terms and conditions**, damages, liabilities or for other causes.
- (d) It may also be noted by the contractors that the payment of the first month bill may be considered for release if the firm to whom the contract has been awarded is in the process of obtaining all the statutory documents like EPF, ESI & Labour Office registration etc. But the same shall be at the sole discretion of Competent Authority and will also depend on the level of satisfactory services provided by the firm. The contractor will be required to submit a formal request for the same to AR (C&S).

10. General

- (a) The persons employed by the Contractor, will have no right whatsoever to claim permanent/temporary employment in this organization. There will be periodical as well as surprise checking of the services provided by the Contractor for the subject job by the representative of the institute. In case of default, the contract will be liable for short closure of supply order forfeiting the security deposit.
- (b) If any employee of the Contractor is found to have committed misconduct or misbehaviour, the institute at its sole discretion, may direct the Contractor to remove such employee and the Contractor shall remove such employee(s) without questioning the decision of the institute.
- (c) The personnel deployed by the Contractor will not become member of any trade union of the Institute. If the personnel employed by the Contractor indulge in union activities which affect the service obligation of the Contractor or safety and security of the Institute, the contract will be liable for termination. In the event of violation, they will be debarred from entering Institute premises and contract can also be considered for termination.
- (d) Further, the personnel deployed by the Contractor shall not engage themselves in any undesirable activities within the institute premises. They shall not indulge in any business dealings with any agency directly or indirectly associated with Institute or in trade union activities. In the event of violation, they will be debarred from entering the Institute and contract can also be considered for termination and forfeiture of the security deposit.
- (e) The personnel deployed by the Contractor shall be available at the place of work defined for them. They must not visit undesignated places without valid authorization by Institute.
- (f) No housing/accommodation will be provided by the institute to the personnel deployed by the Contractor unless otherwise specifically provided in the contract.

11. Indemnity Clause.

The Contractor has to execute an indemnity bond stating "**The Contractor indemnifies IIT Dharwad of any issues arising on account of providing security service at IIT Dharwad**".

Information to be provided with the technical bid

<u>Sl No</u>	<u>Criteria</u>	<u>Document produced</u>	<u>Page no of technical bid</u>
1	The bidder shall be a firm/ company/ partnership/ proprietorship firm registered under the Indian Companies Act, 1956/ the partnership Act, 1932 and who have their registered offices in India.		
2	The bidder should be in security service business for not less than five years before 31/07/2019.		
3	Bidder should have a minimum average turnover of Rs. 1.5 crore each in last three years exclusively from providing security services.		
4	The Bidder has to be profitable and should not have incurred loss in any of the last 3 consecutive Financial Years		
5	Bidder should be registered with Income Tax and Goods & Service Tax departments		
6	Bidder should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other Labour authorities including under the Contract Labour (Regulation and Abolition Act).		
7	The bidder or any of its partners/directors etc. should not have been black listed/debarred by any of the government agencies or department		
8	The bidder should have a registered Office for security services at Hubali-Dharwad or should open a registered office in Hubali-Dharwad at the time of award of contract so as to attend to IIT Dharwad calls within 30 Minutes and resolve at the earliest.		
9	The bidder must participate in the scheduled pre-bid meeting and site visit (Refer NIT).		
10	Bidder should have provided annual security service to at least three (3) Government clients/ PSU/ Public Sector Companies/ Banks/ Central & State Educational Institutes of repute. In addition, the bidder must have carried out following security or similar assignment of minimum indicated value: - (a) Three completed annual security or similar services costing not less than the amount equal to 40% (Forty per cent) of estimated cost (i.e. Rs 80 lakh each); or (b) Two completed annual security or similar services costing not less than the amount equal to 50% (Fifty per cent) of the estimated cost (i.e. Rs 100 lakh each); or (c) One completed annual security or similar service costing not less than the amount equal to 80% (Eighty per cent) of the estimated cost (i.e. Rs 120 lakh).		
11	In case the bidder has provided service to IIT Dharwad in past, the service should be satisfactorily completed.		

Declaration

I/We certify that all the particulars furnished above are true and correct and based on documentary evidence, and that I/we understand that if any of the above particulars is found to be false or misleading, our bid is liable to be summarily rejected at any stage and my/our company is liable to be blacklisted/debarred by IIT Dharwad for at least 3 years.

Date:
Place:

Signature with Seal of Authorized Signatory

DETAILS ABOUT THE BIDDER

1.	Name and address of bidder	
2.	Telephone No./Fax No./email address of the bidder	
3.	Legal status (Attach copies of original document defining the legal status). a) One Person Company b) A proprietary Firm c) A Firm in partnership d) A limited company or corporation.	
4.	Particulars of registration with registrar of companies ESI, EPF, Goods & Service Tax etc. (Attach attested photocopies) a) Registration Number b) Place of Registration	
5.	Name and title of Directors and officers with designation who will be directly concerned with this work.	
6.	Have you or your constituent partner(s) been debarred / black listed from tendering in any organization at any time? If so, give details.	
7.	Any other information considered necessary but not included above.	

Complete detail of the bidder must be enclosed with the Technical bid. Bidders' address, name of contact person(s) with phone numbers must be listed in the enclosure. The Tender Committee may carry out surprise visits to establishments/mess/dining facilities serviced currently by the tenderers for the short-listing process.

Date:
Place:

Signature with Seal of Authorized Signatory

DETAILS OF PENALTIES

1. In case any of security personnel deployed under the contract is (are) absent or fails to report in time and contractor is unable to provide suitable substitute in time, a penalty of Rs. 1,500/- for each guards/supervisors absent on that particular day will be levied by IIT Dharwad and the same shall be deducted from the contractor's bill.
2. In case any complaint is received attributable to misconduct/misbehaviour of contractor's personnel, a penalty of Rs. 1,500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from IIT's system immediately.
3. In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, IIT reserves the right to impose the penalty as detailed below: -
 - i) 20% of cost of order/agreement per week, up to four weeks of delay.
 - ii) After a delay of four weeks, IIT reserves the right to cancel the contract and withhold the agreement and get this job carried out preferably from other contractor(s). The defaulting contractor shall be blacklisted for a period of 3 years and his earnest money/security deposit may also be forfeited, if so warranted.
4. The personnel engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges), failing which a penalty of Rs. 1,500/- on each occasion will be levied. Habitual offenders shall have to be removed from the duties and to be replaced by new security guard by the contractor at his own cost. The penalty shall be deducted from the Contractor's bill.
5. The personnel engaged have to be disciplined yet courteous in dealing with the Faculty/ Officers/ Staff/ Students etc. IIT shall have the right to have any security guard removed in case of tenable complaints from Faculty/ Officer /Staff/ Students. The contractor shall have to arrange the suitable replacement in all such cases within 24 hours of intimation by IIT, failing it may be treated as absent and consequent penalty as specified elsewhere in the document or any other penalty as deemed fit and reasonable by IIT will be imposed.
6. That in the event of any loss, theft or robbery inside the campus or damage occasioned to the Department, as a result of any lapse on the part of the contractor or its security personnel deployed in IIT, which would be established after an enquiry conducted by IIT, the said loss can be claimed from the contractor up to the value of the loss. The decision of the IIT Dharwad will be final and binding on the Contractor.
7. In case of breach of any terms and conditions attached to this contract, the Security Deposit of the Contractor will be liable to be forfeited to IIT besides annulment of the contract.
8. Security person found drunk, in possession/consumption of tobacco, alcohol, drugs or sleeping on duty to be removed by the Contractor and no payment for that day on account of that person will be made.
9. 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.
10. Competent authority of IIT Dharwad shall be entitled to impose any penalty to the extent of Rs. 10,000/- upon the Contractor in the event of breach, violation or contravention of any of the terms and conditions.

SELF-DECLARATION – NO BLACKLISTING

(Date)

The Assistant Registrar (C&S)
IIT Dharwad

Dear Sir,

Ref: Tender for providing security service to IIT Dharwad

In response to the Tender Document for **providing security service** to IIT Dharwad, I/ We hereby declare that presently our Company/ firm _____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

2. We further declare that presently our Company/ firm _____ is not blacklisted or debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission including violation of relevant labour laws.

3. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be debarred from bidding in future against any other tender.

Yours faithfully,

Place:

Signatures _____

Date:

Name _____

Seal of the Organization

PRICE BID / SCHEDULE FOR PROVIDING SECURITY SERVICE TO IIT DHARWAD

<u>S. No.</u>	<u>Description</u>	<u>Security Guards (Male & Female)</u>	<u>Security Supervisors (Male / Female)</u>
(a)	(b)	(c)	(d)
1	Minimum wages (per Security Person for 26 days)		
2	Statutory Charges (Per Security Person for 26 days)	-X-X-X-X-X-X-X-X-X-X-	-X-X-X-X-X-X-X-X-X-X-
	ESI		
	EPF		
	Bonus		
3	Sub-total (Per Security Person for 26 days)		
4	Relieving charges (1/6 th of S. No. 3)		
5	Total (Per Security Person per month) (S. No. 3 + S. No. 4)		
6	Number of Security personnel required	86	06
7	Total cost for providing Security Personnel per month (S. No. 5 X S. No. 6)		
8	Total Cost for providing Security Personnel per annum Σ (S. No. 7) x 12 months		
9	Lump sum amount (Annual) (For providing Motorcycles, uniform, torches, batons, Mobile phones and other paraphernalia as specified in the Tender Document for whole year)		
10	Contractor's Profit /Service charge (lump sum annual amount to be quoted for providing the Security services as specified in the tender document for whole year)		
11	Grand Total Cost* for providing security service per annum at IIT Dharwad as per Tender Document (S. No. 8 + S. No. 9 + S. No. 10)		

* The total cost is exclusive of GST rates. The bidder must note that GST shall be applicable extra as applicable.

Note:

- The bidder is requested to acquaint himself with the scope of work, all terms and conditions & penalty details etc. of the complete tender document before quoting the rates.

- As provided in the price bid format above, the bidders have to quote the price for all the

components separately and the L-1 firm shall be decided on the basis of grand total amount quoted in the above table **(S. No. 11)**.

- In order to encourage more no. of Ex-servicemen, IIT Dharwad will pay an additional amount of 5% over and above the (minimum wages + DA) specified for this tender to the Ex-Servicemen Security Guards & additional amount of 10% over and above the (minimum wages + DA) to the Ex-Servicemen Supervisors.

- The Price Bid is to be quoted after considering Minimum Wages for Zone 'B', as prescribed by Central Ministry of Labour & Employment, Govt. of India, as applicable for providing Skilled Security Guard (Without Arms) as on the date of issue of this Tender. ESI, PF & other statutory requirements (for providing Skilled Security Guard without arms) should not be less than the statutory provisions/Act by the Central Government. If the amount/rates quoted are less than the prescribed minimum as stated above, then the commercial / price bid of the bidder will be disqualified (will not be considered for evaluation) and quote will stand rejected.

- No ambiguity should be there in the quoted price and the rate must be as per the price bid format.

- It must be noted by all prospective bidders that contractor's profit/service charge must not be Nil (after adjusting TDS on monthly bill). Any price bid submitted by the prospective bidder violating this condition will be rejected and not be considered for evaluation & award of contract.

(Signature of the contractor with seal)

FORMAT FOR PERFORMANCE GUARANTEE BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT HUBALI / DHARWAD OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT HUBALI / DHARWAD OR ANY SCHEDULED BANK SITUATED AT HUBALI / DHARWAD. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.

To,
The Registrar,
Indian Institute of Technology Dharwad
Dharwad, Karnataka– 580011.

LETTER OF GUARANTEE

WHEREAS Indian Institute of Technology, Dharwad (Buyer) has invited Tenders vide Tender No IITDH/C&S/19-20/03/BM Dt. 08 May 2019 for '-----' AND WHEREAS the said tender document requires that any eligible successful tenderer (seller) wishing to supply the service in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of **“Registrar, Indian Institute of Technology, Dharwad”** in the form of Bank Guarantee for Rs --
----- **(Rs -----)**(10% (Ten percent) of the purchase value) and valid till **one year or upto warranty period whichever is later** from the date of issue of Performance Guarantee Bond may be submitted within 15 (Fifteen) days from the date of Order Acknowledgment as a successful bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the catering service this Bank shall pay to Indian Institute of Technology, Dharwad on demand and without protest or demur **Rs ----- (Rs -----)**

This Bank further agrees that the decision of Indian Institute of Technology, Dharwad (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

We, (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (Seller) and/ or Indian Institute of Technology, Dharwad (Buyer).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed **Rs ----- (Rs -----)**.
2. This Bank Guarantee shall be valid up to(date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if IIT Dharwad serves upon us a written claim or demand on or before(date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at
(Address of local branch).

Yours truly,

Signature and seal of the guarantor:
Name of Bank:
Address:
Date: