

**INDIAN INSTITUTE OF CORPORATE AFFAIRS**

(A Registered Society established by the Ministry of Corporate Affairs)

NIT No. IICA/5-8/2011

**NOTICE FOR INVITING E-TENDER**

**NAME OF Work: Annual Contract for round the clock Security Services, including hiring of Security equipments at IICA, Plot Nos. P-6,7,8, Sector – 5, IMT Manesar, Distt Gurgaon(Haryana).**

E- tenders are invited under Two-Bid system from reputed agencies for the above said Services for a period of one year, which can be extended up to three years based on the performance and requirements. Other detailed information regarding terms and conditions of the contract along with tender form can be downloaded from the CPPP at [eprocure.gov.in](http://eprocure.gov.in) as well as the official website of IICA ([www.iica.in](http://www.iica.in)). The tender documents can be downloaded from IICA's website [www.iica.in](http://www.iica.in).

Last date/ time for submission of e-tender(s) is 09.03.2017 latest by 3.00 PM. Tenderers should sign at the bottom space of all pages of tender document. The e-tenders received after the above said scheduled date and time will not be considered. No tender by post/fax/ e-mail will be entertained. The tender bid shall be opened at IICA, Manesar on 09.03.2017 at 3.30PM.

The tenders are being invited through e-procurement module of Central Public Procurement Portal- CPPP ([e-procure.gov.in](http://e-procure.gov.in)). Tenderers are requested to apprise themselves of the provisions of e-procurement system and submit their respective bids through e-procurement systems at [www.eprocure.gov.in](http://www.eprocure.gov.in).

Administrative Officer

(Anil Kumar)

## **TENDER DOCUMENT**

Name of Work: **Annual Contract for round the clock Security Services at IICA, Plot Nos P-6,7,8, Sector – 5,IMT Manesar, Distt. Gurgaon(Haryana)**

### **GENERAL INSTRUCTIONS TO BIDDERS:**

#### **1. Eligibility Criteria for Technical Bid for Security Services at IICA, Manesar: -**

- a. Bidder should have Private Security Arms Regulation Act (PASARA) License for Operating in Haryana.
- b. The Bidder must be in possession of experience certificates / work orders / invoices for having provided services and any one work order / invoice of not less than Rs. 50 lakhs per year for last three financial years.
- c. The Bidder must possess valid EPF, ESI and Service Tax registration numbers.
- d. Copy of award letter / Work Orders etc. issued by the concerned departments, establishing satisfactory completion/ execution of similar Services stating the amount of work executed must be enclosed along with the Technical Bid.
- e. The Bidder must indicate:-
  - Whether they have any training facility for their personnel.
  - If not, in which institute do they have their personnel trained.
  - In either of the above cases, the full postal addresses and landline no. of the institution should be provided.
- f. The contractor should submit photographs of summer and winter uniforms with caps, shoes and lathi etc.
- g. Originals of all documents should be made available for verification.
- h. **Earnest Money Deposit (Bid Security):** The bid should be accompanied by an Earnest Money Deposit of Rs. 1,50,000/- in the form of DD/ Pay Order of a scheduled bank in favour of Indian Institute of Corporate Affairs, payable at New Delhi along with the tender document. A scanned copy of the said demand draft is also to be compulsorily enclosed along with the technical bid when submitted in the e-procurement system of CPPP, GoI. Bid not accompanied by earnest money shall be outright rejected and bid shall not be considered further.

#### **Notes:**

- i. Any e-tender not accompanied by Bid Security shall be outright rejected.

- ii. Earnest money deposit of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
- iii. Earnest money deposit of the successful bidder shall be returned on receipt of Performance Security and after signing of the agreement.
- iv. Performance security shall be forfeited if the successful bidder withdraws services during the period of validity of the Contract.
- v. Earnest money deposit shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the IICA
- vi. The performance security will remain valid for a period of 60 days beyond the period of validity of the Contract.

### **3. Technical Bid and Financial Bid:**

- 3.1. The e-tenders, which include Annexure-I to Annexure-VII shall be submitted through e-procurement systems at [www.eprocure.gov.in](http://www.eprocure.gov.in). The last date for submission of e-tenders is 09.03.2017 (3PM). Hard copies of Annexure-I to Annexure VI shall be sent to Administrative Officer, Indian Institute of Corporate Affairs, P-6, 7 & 8, Sector-5, IMT Manesar, District Gurgaon, Haryana-122050 by 09.03.2017.

### **4. One Bid per Bidder:-**

Each Bidder shall submit only one e-tender bid from partner in joint venture or as a member of consortium are not acceptable.

### **5. Cost of Bid:-**

The e-tender document may be downloaded free of cost from the IICA website: [www.iica.in](http://www.iica.in)

### **6. Visit to IICA.**

IICA is a rapidly growing institute spread over approx. 14 acre of land. Besides Academic departments/ buildings, there are hostels, residential houses etc. within the boundary walls of the campus. There are several entry/exit points. The bidders are therefore advised to visit the campus and acquaint themselves with the area, scope of work and operational system thoroughly. The cost of visit shall be borne by the bidders themselves. It shall be deemed that the contractor has undertaken a visit to IICA and is fully aware of the scope of work and operational conditions prior to the submission of the tender documents.

### **7. TENDER DOCUMENTS:-**

- 7.1. The tender invitation document has been prepared for the purpose of inviting tenders for security arrangements at IICA campus. The tender document comprises of the following:

#### **(A) Technical Bid:**

7.2.1 Tender Document

Annexure-I

|  |                |
|--|----------------|
| 7.2.2. General Terms & Conditions;                     | Annexure-II    |
| 7.2.3. Special Instructions;                           | Annexure -III  |
| 7.2.4. Scope of Work.                                  | Annexure-IV    |
| 7.2.5. Checklist for Technical Bid                     | Annexure – V   |
| 7.2.6. Undertaking (on a Stamp Paper of Rs. 100/-);    | Annexure – VI  |
| 7.2.7. Form of Financial Bid                           | Annexure- VII  |
| 7.2.8. Form of Bank Guarantee for performance security | Annexure- VIII |
| 7.2.9. Form of Agreement                               | Annex ure-IX   |

**(B) Financial Bid:**

7.3.1 Financial Bid for Security Arrangement;

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

7.3.3. The bidder shall not make or cause to be made any alteration, erasure, cuttings or over writings in the figures and text of the tender document.

**8. PREPARATION OF BIDS:-**

**8.1 Language.**

The bids and all accompanying document shall be in English or in Hindi.

**8.2 Documents Comprising the Bid:-**

8.2.1. The scanned copy of technical bid and financial bid comprising Annexure-I to Annexure-VI, duly signed by the bidder shall be submitted through e-procurement systems at [www.eprocure.gov.in](http://www.eprocure.gov.in).

8.2.2. Thee-tender document complete in all respect must be submitted before 3.00 PM on 09.03.2017. The tender received after the due date and time shall not be entertained.

**8.3. BID PRICES:-**

8.3.1. The bidder shall quote separately the monthly rates in Indian Rupees. The tendered rates must include all the liabilities of the contractor such as statutory liabilities. The wages payable to the persons less than the DC rates applicable for security personnel at Gurgaon as notified from time to time, ESI, EPF contributions, Bonus, cost of uniform, service charges etc. are liable for rejection. The statutory deductions like income tax etc. (wherever applicable) shall be made from the bills of the contractor.

8.3.2. Conditional bids/ offers will be summarily rejected.

**8.4 FORM OF BID:-**

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

#### **8.5. Currencies of Bid and payment:-**

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

#### **8.6. Duration of Contract:-**

The contract shall be valid initially for a period of one year. The same can however be extended on same terms & conditions for a period of another one year or part thereof or even for further periods as may be agreed upon with written mutual consent of both the parties.

#### **8.7 Requirements of Personnel/ Agency:-**

8.7.1 Initially, IICA may require 24 security guards (including 2 Supervisor). However, the number of security guards can be decreased or increased from time to time as per the requirements of IICA.

#### **8.8 Format and Signing of Bid:**

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

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

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

#### **9. Submission of Bids:-**

9.1. The e-tenders shall be submitted through e-procurement systems at [www.eprocure.gov.in](http://www.eprocure.gov.in).

9.2 The Technical Bid should consist of the following documents:-

- a. Earnest Money Deposit for Rs. 1,50,000/- (Rupees one lac fifty thousand only) in favour of `Indian Institute of Corporate Affairs` payable at New Delhi by means of DD/ Pay Order.
- b. Self-attested one recent passport size photograph(s) of the authorized person(s) of the firm/ agency with name, designation, Office/ Residential address and office Telephone

numbers, whether the bidder is a sole proprietor/ partnership firm and if partnership firm, names, addresses and telephone numbers of Directors/ Partners also;

- c. Self-attested copy of PAN card under Income Tax Act;
- d. Self-attested copy of Service Tax Registration Number;
- e. Self-attested copy of valid Registration No. of the Agency/ Firm;
- f. Self-attested copy of valid Provident Fund Registration Number;
- g. Self-attested copy of valid ESI Registration Number;
- h. Self-attested copy of Valid Licence and Number under Contract Labour Act and under any other Acts/ Rules;
- i. Self-attested copy of registration of the Agency.
- j. Self attested copy of Licence under PSARA.
- k. Proof of Annual turnover. This should be duly supported by documentary proof/ ITRs for the last 3 years.
- l. Proof of experience supported by documents from the concerned organizations;
- m. Duly filled and signed Annexures I to X.
- n. Undertaking in Annexure-VI
- o. Other papers which are part of the Tender Document
- p. Performa for the Manpower Deployment Plan.

9.3 Original copy of the Undertaking (Annexure-VI) shall be handed over by the successful bidder to IICA in due course.

9.4 The tenders shall remain valid and open for acceptance for a period of 120 days from the Last date of submission of tenders.

#### 10. **Late and delayed tenders:-**

10.1 Any bid received by the IICA after the deadline for submission of bids, as stipulated above, shall not be considered. However, IICA may, at its discretion, extend the deadline for submission of bids. No tender by fax/e-mail/post will be entertained.

#### 11. **Bid Opening and Evaluation:-**

11.1. The authorized representatives of the IICA will open the Technical Bids on 09.03.2017 at 3.30PM.

11.2 The bid of any bidder who has not complied with one or more of the conditions will be summarily rejected.

11.3 Conditional bids will also be summarily rejected.

11.4 Financial bids of only the technically qualified bidders will be opened for evaluation.

11.5 The Financial Bid should include the wages not less than the DC rates applicable for Security personnel at Gurgaon as notified from time to time, ESI, EPF contributions, Bonus, service taxes cost of uniform etc.

11.6 The bidder shall provide superior quality uniforms to the security personnel as under:

**Summer Uniforms:** Pants – 2, Full sleeves shirts – 2, Socks – 2.

**Winter Uniform:** Woolen Pant – 1, Full sleeves shirts – 2, Jersey full sleeves – 1,

Woolen socks – 2.

**Misc:** Leather belt – 1, Leather shoes – 1.

11.7 The selection of lower bidder (L1) may depend on other factors/ contributions and on the administrative/service charges quoted by the bidder.

**12 Right to accept any Bid and to reject any or all Bids:-**

- 12.1 IICA is not bound to accept the lowest or any other bid and may reject any or all the bids without assigning any reasons.
- 12.2 IICA may terminate the contract if it is found that the agency is black listed on previous occasions by any of the Govt. Deptt./ Institutions/ Local Bodies/ Municipalities/ Public Sector Undertakings, Banks etc.
- 12.3. IICA may reject the Bid in the event that the Bid is accepted but the successful bidder fails to furnish the Performance Security or fails to execute the contract agreement.

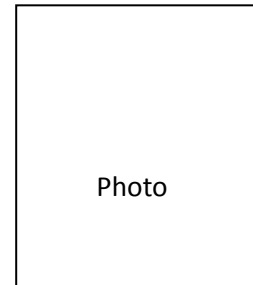
**13. Award of Contract:-**

- 13.1. IICA, will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
- 13.2. IICA, will communicate the successful bidder that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Offer") shall prescribe the amount which IICA will pay to the contractor in consideration of the execution of work/ services by the contractor as prescribed in the contract.
- 13.3. The successful bidder will be required to execute a contract agreement within a period of 15 days from the date of issue of Letter for award of contract.
- 13.4. The successful bidder shall be required to furnish a Performance Security within 10 days of receipt of 'Letter of award of contract' for an amount of Rs. 5,00,000/- (Rupees Five Lac only) drawn in favour of `Indian Institute of Corporate Affairs` payable at New Delhi in the form of a bank guarantee from a Commercial bank in prescribed Performa given at Annexure VII or in the form of an Account Payee DD from a scheduled bank. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.

**Signature of the Bidder with seal**

**Annexure –I****TENDER FORM FOR Security Services at Indian Institute of Corporate Affairs, Plot No P  
– 6,7& 8, Sector-5, IMT Manesar, Gurgaon, Haryana**

1. Date for submission of Tender:



2. Names, address of firm / Agency and Telephone numbers
3. Registration No. of the Firm/ Agency with DGR/ Police.
4. Name, Designation, Address and Telephone No. of Authorized person of Firm / Agency to deal with.
5. Copy of PAN Card issued by Income Tax Deptt. and copies of previous three Financial Year's Income Tax Returns
6. Provident Fund Account No.
7. ESIC Number
8. Licence number under Contract Labour (R & A) Act.
9. Details of Earnest Money Deposit enclosed:  
Amount : Rs.  
(Rupees in words also)
10. LicenceNo. and date of PSARA
11. Any other information:

**Declaration by the bidder:**

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

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



**Annexure-II**  
**GENERAL TERMS & CONDITIONS**

1. In case any of manpower deployed under the contract is (are) absent, a penalty equal to the wages of the absent manpower on that particular day shall be levied by the IICA and the same shall be deducted from the contractor's bills.
2. In case any of contractor's manpower deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 1 above shall be levied.
3. In case any public complaint is received attributable to misconduct/ misbehavior of contractor's personnel, a penalty of Rs.1000/- 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/ replaced from the IICA immediately.
4. 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, the Director General & CEO, IICA reserves the right to forfeit the Performance Security and the firm will be black listed for a period of four years from participating in such type of tenders.
5. Minimum number of trained manpower including the supervisory staff required to be deployed has to be specified by the contractor immediately on acceptance of the award of work.
6. The Contractor should have Licence under PSARA for operating in Haryana. A self attested copy may be furnished.
8. The contractor must submit the age proof, residence proof, Aadhaar Card and police verification of the security guards before their deployment.
9. The contractor must ensure submission of medical certificate declaring fit for service in respect of each personnel from the registered Medical Practitioner/ Doctor at the cost of the agency at the time of their deployment.
10. The bidder should submit samples of summer and winter uniforms, caps etc., along with the Technical Bids.
11. The bidder must indicate the details of branches they have in different cities, if any.
12. IICA reserves the right to cancel or reject all or any of the tender without assigning any reason.
13. Any act on the part of the bidders to influence anybody in the IICA is liable to rejection of his tender.
14. Every person so engaged by the contractor shall wear uniform and a badge wearing his/ her name, while on duty. The said uniform and badge shall be provided by the contractor at his cost.
15. The contractor shall engage the men/women whose age shall be between 25-45 years duly trained for the job. However, upper age can be relaxed by IICA in individual cases.
16. The contractor shall be responsible to provide immediate replacement to take place of any manpower engaged by him, who is not available for duty at the place of posting and such other additional manpower as may be required for additional area for which prior information have been given.
17. The minimum educational qualifications for all security personnel is 10<sup>th</sup> pass from any government recognized school. A certificate to this effect, duly attested by notary or

authorized government official, must be produced at the time of deployment of any security personnel for duty.

18. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Payment of Wages and Contract Labour (Regulation & Abolition Act 1970), EPF, ESI, Bonus etc. with regard to the manpower deployed by him. It will be the responsibility of the contractor to provide complete details of manpower deployed by him in the IICA.
19. IICA shall have the right to ask for the removal of any person of the contractor, who is not found to be competent and orderly in the discharge of his duty.
20. The contractor shall not engage any sub-contractor or transfer or sub-contract the contract to any other person in any manner.
21. The antecedents of staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard should be submitted to the IICA.
22. The Contractor will maintain a register on which day to day deployment of manpower will be entered. While raising the bill, the deployment particulars of the manpower engaged during each month, shift wise, if any, should be shown. The Contractor has to give an undertaking duly countersigned by the concerned official of the IICA, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.
23. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
24. The contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the IICA and shall not knowingly lend to any person or company any of the effects of the IICA under its control.
25. The manpower engaged by the contractor shall not accept any gratitude or reward in any shape.
26. The contractor shall be responsible to maintain all property and equipment of the IICA entrusted to it. Any damage or loss caused by contractor's manpower to the IICA in whatever shape would be recovered from the contractor.
27. The manpower deployed have to be extremely courteous with very pleasant mannerism in dealings, especially with females in IICA and should project an image of utmost discipline. The IICA shall have right to have any manpower removed in case of complaints or as decided by representative of the IICA if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement timely in all such cases.
28. That in the event of any loss occasioned to the IICA, as a result of any lapse on the part of the contractor or its manpower which will be established after an enquiry conducted by the IICA, the said loss shall be claimed from the contractor up to the value of the loss. The decision of the Head of the IICA will be final and binding on the contractor.
29. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's manpower shall be directly borne by the contractor including all expenses/ fines. The concerned contractor's personnel shall attend the court as and when required.
30. The contractor shall deploy manpower only after obtaining the IICA approval duly submitting curriculum vitae (CV) of the persons. The IICA shall be informed at least one week in advance and contractor shall be required to obtain the IICA's approval for all such changes along with their CVs.

31. During the course of contract, if any of contractor's manpower is found to be indulging in any corrupt practices causing any loss of revenue to the IICA, the IICA shall be entitled to recover the amount and or to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee as may be decided by DG & CEO, IICA.
32. If any money shall, as the result of any instructions from the Labour authorities or claimor application made under any of the Labour laws or Regulations, be directed to be paid by the IICA, such money shall be deemed to be payable by the contractor to the IICA within seven days. The IICA shall be entitled to recover this amount from the contractor by deduction from money due to the contractor.
33. The contractor shall indemnify and hold the IICA harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/ services under the contract provided by the contractor.
34. The bidder should be registered with the concerned authorities of Labour under Contract Labour (R&A) Act 1970.
35. Only physically fit security personnel shall be deployed for duty by the contractor. While on duty, everyone has to be alert to ensure against any theft, loss, pilferage, arson, riots, fire break out. They should provide all possible help in case of fire etc. to safeguard the interest of IICA.
36. The staff deployed at main gates and at various other places should exercise all checks and allow only authorized entry in the Campus. The vehicles must be checked. They shall maintain registers for entry and exit of vehicles, goods and materials.
37. The contractor shall ensure that the manpower deployed by him shall not take part in any staff union and association activities.
38. IICA shall not be responsible for providing residential accommodation to any of the personnel of the contractor.
39. IICA shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The IICA does not recognize any employee employer relationship with any of the workers/ manpower of the contractor.
40. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the IICA from the contractor.
41. The contractor shall provide the copies of relevant records/ documents during the period of contract or otherwise even after the contract is over whenever required by the IICA.
42. The contractor will have to deposit the proof of depositing employee's contribution towards PF/ ESI etc. of each employee on monthly basis from the 2<sup>nd</sup>. month's bills and onwards.
43. The contractor will have to make available to the Principal employer/ DDO copies of ECR, E-challan & wages registers etc. reflecting PF deductions along with the monthly bill for the preceding month. The contractor will also submit details employee-wise details of PF dues deducted from the salary/wages of the employees along with Employer share in the form of Electronic challan cum return (ECR). The contractor will submit separate ECR & separate E Challan in respect of its employees deployed in the IICA.
44. The contract is likely to continue till a period of one year, unless it is curtailed or terminated by this office owing to deficiency of service, sub standard quality of the guards deployed, breach of contract, reduction or cessation of the requirement of work.

The contract can be extended further subject to satisfactory performance and mutual consent.

45. Payments of wages to the guards must be paid through NEFT/ RTGS before the due date fixed by Govt. for payment of wages every month.
46. Previous month payment vouchers with Challans relating to deductions of E.S.I, E.P.F. for the persons deployed with IICA must be attached with the bills.
47. The Contractor shall be liable for Labour Court proceedings for any violations.
48. Termination of services of any person deployed by the Contractor shall be made by a letter of termination of Contractor, IICA will not be liable for issue any letter in this regard.
49. In the event of any provisions of the contact requiring to be modified after the agreement has been signed, the modifications shall be made in writing and signed by the Principal Employer/ Officer and the Contractor or his authorized representative. Such modifications will not be effective until the same have been signed by both the parties. Any verbal or written arrangements for abandoning, modifying extending, reducing or supplementing the contract, or any of the terms thereof shall be deemed to be provisional and shall not be binding on IICA, unless and until the same are incorporated in a formal instrument and signed by the Principal Employer/ Officer and the Contractor.
50. Successful bidders shall have to pay performance security in the form of Pay Order/ DD drawn in favour of `Indian Institute of Corporate Affairs` payable at New Delhi for an amount of Rs. 5,00,000/- or furnish a bank guarantee from a Commercial bank for the similar amount in prescribed Performa given at Annexure VIII.

#### **OBLIGATIONS OF THE CONTRACTOR:-**

- a. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the IICA fully indemnified against liability of tax, interest, penalty, financial instability of the firm etc. of the contractor in respect thereof, which may arise.
- b. IICA will deduct Income Tax at source under Section 194-C of Income Tax Act from the contractor at the prevailing rates of such sum as income tax on the income comprised therein. Any other statutory deductions, if required shall also be made as applicable.

#### **Dispute Resolution:-**

Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be decided by DG & CEO, IICA.

#### **JURISDICTION OF COURT:-**

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

**Payment to the contractor:**

The payment to the contractor for the services provided shall be made on monthly basis subject to the following:

- 1 The work has been satisfactorily executed, as per the Terms & Conditions of the contract, for the month for which the contractor has raised the bill.
- 2 The disbursement of the wages to the workers has already been made by the contractor for the month for which the payment to the contractor is under consideration.

Signature of the Bidder with seal

**Annexure -III****SPECIAL INSTRUCTIONS:****PROVIDING WORKFORCE:**

The bidder has to provide quality workforce in sufficient numbers to ensure adequate Security arrangements as required for the buildings and main gates and to ensure workmanship of the degree specified in the job order and to the satisfaction of the Officer-In-Charge.

Minimum requirement of workforce to be deployed is given hereunder:-

1. The bidder shall, however, survey the area and make assessment of the manpower requirement on their own. The bidder must employ adult security personnel only. Employment of child labour will lead to the termination of the contract. The successful bidder shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. In order to maintain quality services and minimize operational problems, the bidder must make rotational transfer of duties of staff under intimation to IICA.
2. The bidder shall ensure that the entire workforce deployed shall have:-
  - (a) Always start with Sir/Madam
  - (b) Always talk in a polite manner.
  - (c) Not to Back Answer anybody/At any given situation.
  - (d) Coordination between Supervisors.
  - (e) Punctuality
  - (f) Briefing :-
    - a) To depute the manpower for different areas based on requirement.
    - b) To give time to complete the job in the given time.
    - c) To give them specific jobs and further cross check their alertness.

Signature of the Bidder with seal

## Annexure-IV

### SCOPE OF WORK:

IICA is a rapidly growing academic Institute spread over 14 acre of land. Besides academic departments there are hostels, residential houses etc., in the campus. There are several entry/exit points in the campus covered with boundary walls. The tender includes mainly the following:

- i. The contractor shall ensure that all the instructions by the officer-in-charge, IICA or his authorized representative are strictly followed and there is no lapse of any kind.
- ii. No outsider shall be allowed to enter the office without issuance of proper gate pass.
- iii. No items are allowed to be taken out without proper gate pass issued by the officer-in-charge, IICA or his authorized representative. The specimen signatures of such authorized officer will be available with the security guard.
- iv. The contractor shall ensure deployment of at least 50% ex-servicemen among the security personnel. Sufficient number of female security personnel shall be deployed in consultation with IICA.
- v. The security guards should be trained to extinguish fire with the help of fire extinguishing cylinders and other firefighting material available on the spot. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities.
- vi. The security person on duty shall not leave his post until his reliever reports for duty.
- vii. The work shall be executed as per the scope of work with utmost sincerity and no lapse of any sort shall be allowed. Round the clock security arrangement shall be provided to ensure protection of the property/ inmates.
- viii. The scope also includes prevention of trespassing and entry of stray dogs, Monkeys, cattle, anti-social elements, unauthorized persons and vehicles in the campus of IICA.
- ix. The scope covers the watch & ward of the vehicles parked in the parking lots of the Institute campus including that of residences.

- x. The scope of work covers the watch & ward of flower plants, Horticulture etc. to prevent any damage by the staff, outsiders or stray cattle etc.
- xi. The scope includes the care of water taps, valves, water hydrants, electrical fittings and fixtures, DG Sets, Fire extinguishers and all other equipments etc. of IICA installed all over the campus.
- xii. The scope covers the firefighting operation in case there is a fire.
- xiii. The requirement of Security Guards is quite tentative, which can be increased or decreased by the IICA.
- xiv. Round the clock security arrangement of entire IICA campus including all institutional buildings(residential & non-residential), hostels, all entry/exit points shall be ensured.

Signature of the Bidder with seal



**Annexure- V****CHECK LIST FOR TECHNICAL BID****PART-A**

| S. NO. | Documents asked for   | Page no. at which document is placed |
|--------|---|--------------------------------------|
| 1      | Earnest Money Deposit of Rs. 1,50,000/- in form of DD/Pay Order   |                                      |
| 2      | One Self attested recent passport size photograph of the authorized person of the bidder, with name, designation, address, and telephone numbers. If the bidder is a partnership firm, name designation, address and office telephone numbers of Directors/ Partners. |                                      |
| 3      | Undertaking on a Stamp paper of Rs. 100/- as per the given Format, Annexure-VI  |                                      |
| 4      | Self-attested copy of PAN card  |                                      |
| 5      | Self-attested copy of Service Tax Registration Number.  |                                      |
| 6      | Self-attested copy of valid EPF Registration Number.  |                                      |
| 7      | Self-attested copy of valid ESI Registration Number.  |                                      |
| 8      | Self-attested copy of a current valid License for Haryana under Contract Labour Act.  |                                      |
| 9      | Proof of satisfactory execution of similar works as specified in the Eligibility Criteria.  |                                      |
| 10     | Self-attested copy of Annual Income Tax Returns of previous three years supported by Income & Expenditure statements and audited balance sheets.  |                                      |
| 11     | Self-attested copy of Registration of Agency/ Firm from Police Department.  |                                      |
| 12     | Samples of summer and winter uniforms, bages, along with cap, shoe cap and shoes.   |                                      |
| 13     | Self attested copy of Licence under PSARA   |                                      |

Signature of the Bidder with seal

**ANNEXURE-VI****(ON A STAMP PAPER of Rs.100/-)****UNDERTAKING**

To  
 Administrative Officer  
 Indian Institute of Corporate Affairs  
 P 6,7&8, Sector-5  
 IMT, Manesar, Gurgaon-122050

Name of the firm/ Agency\_\_\_\_\_

Name of the tender\_\_\_\_\_ Due date:\_\_\_\_\_

Sir,

1. I/ We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/ We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ ourselves to abide by the said terms and conditions.
3. I/ We abide by the provisions of payment of wages not less than DC, Gurgaon rates for security personnel, Contract Labour Act and other statutory provisions like Employees Provident Fund Act, ESI and any other charges applicable from time to time as per existing DC rates. I/ We will pay the wages to the personnel deployed at the same rates as per award of contract agreement with IICA and I/ We shall also be fully responsible for any violation of delay in payment etc.
4. I/ We have never been blacklisted/ banned/ delisted to operate as an agency.

**ONLY FOR SECURITY ARRANGEMENT**

5. I/ We shall provide minimum 50% security guards amongst the category of Ex-serviceman and all others will be trained Security Guards. Sufficient numbers of women security guards as per direction of IICA will be provided.
6. I/ We do hereby undertake that complete security of the Institute shall be ensured by our Security Agency, as well as any other point of consideration by our Agency.

(Signature of the Bidder)  
 Name and Address of the Bidder

Telephone No.

## Annexure-VII

## FINANCIAL BID FOR SECURITY ARRANGEMENT AT IICA

**Table- A**

| S.No                 | Description  | (a) Security Guard/ Lady Guard<br>Rs. | (b) Security Gunman<br>Rs. | (c) Supervisor<br>Rs. |
|----------------------|--|---------------------------------------|----------------------------|-----------------------|
| 1                    | Basic including VDA Per Month (Present minimum wages rates of DC, Gurgaon) | 12,133                                | 14,155                     | 12,267                |
| 2                    | Employer Portion of EPF @ 13.61%   | 1,651                                 | 1,926                      | 1,670                 |
| 3                    | Employer Portion of ESI @ 4.75%  | 576                                   | 672                        | 583                   |
| 4.                   | Monthly cost in respect of Bonus @ 8.33% Per Annum on Rs. 7000/-           | 583                                   | 583                        | 583                   |
| 5                    | Monthly Uniform Washing Allowance @ 3% of Basic + VDA                      | 364                                   | 425                        | 368                   |
| 6                    | Monthly cost of Uniform, including stitching charges @ 5% of Basic + VDA   | 607                                   | 708                        | 613                   |
| <b>TOTAL (A) =</b>   |  | <b>15914</b>                          | <b>18469</b>               | 16084                 |
| 7                    | Relievers Charges @ 16.66 % of total from sl. No. 1 to 6                   | 2651                                  | 3077                       | 2680                  |
| 8                    | Admin / Service Charges Per Month  |                                       |                            |                       |
| 9                    | Service Tax, including cess on Swachh Bharat, KrishiKalyan @ 15%           |                                       |                            |                       |
| <b>Grand Total =</b> |  |                                       |                            |                       |

**Table- B**

Total Cost of wages and other Misc. Charges: as per Table-A above as per requirements of IICA:-

| S. No | Deployment of-Security Guards | Rate per Security Guard Per Month (Rs.) | No. of Guards required | Total Amount Permonth (Rs.) |
|-------|-------------------------------|---|------------------------|-----------------------------|
| 1     | Security Guards (Male)        |   | X 16                   |                             |

|              |                      |  |           |  |
|--------------|----------------------|--|-----------|--|
| 2            | Lady Security Guards |  | X 3       |  |
| 3            | Security Gunman      |  | X 3       |  |
| 4            | Supervisor           |  | X 2       |  |
| <b>Total</b> |                      |  | <b>24</b> |  |

**Table C**

Hiring Charges for Security Equipments:-

| S.No          | Equipments                    | Quantity | Monthly Rate of hiring char<br>in Rs. |
|---------------|-------------------------------|----------|---------------------------------------|
| 1             | Walky Talky                   | 7        |                                       |
| 2             | Under carriage viewing mirror | 2        |                                       |
| 3             | HHMD                          | 2        |                                       |
| 4             | Service tax as applicable     |          |                                       |
| <b>Total=</b> |                               |          |                                       |

**Sum of Table B & Table C(Monthly Quote) = Rs.**

**(Rupees(in words)\_\_\_\_\_only)**

**Remarks, if any:-**

(Signature of the Bidder)

Name and Address of the Bidder.

**Notes to Financial Bid:-**

- i) The monthly minimum wages rates shall not be less than the DC, Gurgaon rates fixed for ex-servicemen /security guards. The rates quoted at S. No. 1 of Table-A are the present rates notified by DC, Gurgaon.
- ii) The rates quoted shall remain fixed during the period of contract. However, basic including VDA is subject to revision as per DC, Gurgaon rates as notified by DC, Gurgaon from time to time.
- iii) The figures indicated at S. Nos. 1 to 6 of Table-A of the Financial Bid should not be changed. However, if there is any variation in the rates/ calculations etc., the same can be indicated in the Column for remarks at the end of the Financial bid.
- iv) Only monthly rates should be quoted (in Rupees).

- v) The rates for Admin/ Service Charges should be quoted in Rupees and not in percentage, failing which the quotes will be rejected.
- vi) Rates quoted for 5 or 6 working days in a week or on daily or yearly basis shall not be considered and the bids are liable for rejection.
- vii) The Security Personnel should be provided superior quality uniform, stitching charges etc. costing not less than annual value per person received from IICA.
- viii) Rates may be quoted keeping in view the quality manpower services to be provided to the Indian Institute of Corporate Affairs.
  
- ix) Criteria for selection for award of the contract will be total cost to IICA, inclusive of service tax etc. i.e. sum of the monthly wages (inclusive of all statutory dues and other costs of uniform, washing allowance, hiring charges of security equipments and Service charges thereon etc..
- x) In case of a tie, the lowest bidder will be decided on the basis of highest value of gross turnover/ contracts handled during the last three years.
- xi) In case of any ambiguity in rates between the figures and words, the rates quoted in words shall prevail.
- xii) The equipment should be of good quality and should always be in working condition. It will be the responsibility of bidder to maintain the equipment in good working condition.
- xiii) The contractor shall claim re-imburement after the payment has been made to the personnel by the due date every month. The bill should be supported with deposit Challan/ Receipts for EPF, ESI, Service Tax etc. for the previous month(s) and is subject to deduction of TDS as per Income Tax Act.
- xiv) Service Tax shall be subject to revision as notified by GOI from time to time.

(Signature of the Bidder)

Name and Address of the Bidder.

**Annexure-VIII**  
**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of \_\_\_\_\_ between \_\_\_\_\_ (Name of the Bank) (hereinafter called the "Bank") of the one part and \_\_\_\_\_ (IICA) (hereinafter called the IICA) of the other part.

2. WHEREAS \_\_\_\_\_ (IICA) has awarded the contract for Rs. \_\_\_\_\_

\_\_\_\_\_(Rupees in figures and words) (hereinafter called the "contract") to M/s \_\_\_\_\_ (Name of the contractor) (hereinafter called the "contractor").

3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the IICA, a performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in figures and words).

4. NOW WE the Undersigned \_\_\_\_\_ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Full name of Bank), hereby declare that the said Bank will guarantee the IICA the full amount of Rs. \_\_\_\_\_ (Amount in figures and words) as stated above.

5. After the Contractor has signed the aforementioned contract with the IICA, the Bank is engaged to pay to the IICA, any amount up to and inclusive of the aforementioned full amount on written order from the IICA to indemnify the IICA for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the IICA immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the IICA any money so demanded notwithstanding any dispute/ disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. THIS GUARANTEE is valid for a period of \_\_\_\_\_ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least two months longer than the anticipated expiry date of the Contract period).

7. At any time during the period in which this Guarantee is still valid, if the IICA agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the IICA and at the cost of the contractor.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.

9. The neglect or forbearance of the IICA in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the IICA for the payment hereof shall in no way relieve the Bank of their liability under this deed.

10. The expressions “the IICA”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/ We of the bank have signed and sealed this guarantee on the \_\_\_\_\_ day of \_\_\_\_\_(Month)\_\_\_\_\_ (year) being herewith duly authorized.

For and on behalf of  
the \_\_\_\_\_ Bank.

Signature of authorized Bank official

Name \_\_\_\_\_  
Designation \_\_\_\_\_  
I.D. No. \_\_\_\_\_  
Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named \_\_\_\_\_ in the presence of:

Witness-1.

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Witness-2.

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

## Annexure IX

### **FORM OF AGREEMENT**

THIS AGREEMENT is made on the \_\_\_\_ day \_\_\_\_\_ (Month) \_\_\_\_\_(Year) between the Indian Institute of Corporate Affairs hereinafter called “ IICA”, which expression shall, unless excluded by or repugnant to the context, be deemed to include its successor in office and assigns of the one part AND \_\_\_\_\_ (Name and address of the contractor) through Shri \_\_\_\_\_, the authorized representative (hereinafter called “the contractor”) (which expression shall, unless excluded by or repugnant to the context, be deemed to include its/ their heirs, successors, executors, administrators, representatives and assigns) of the other part. Under which the contractor shall provide uniformed and trained Security Guards/ PSOs and will use its best endeavors to provide Security Services to the IICA for security and safety of the IICA.

#### **NOW THIS AGREEMENT WITNESSETH as follows:-**

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
  - a. Letter of acceptance of award of contract;
  - b. Terms and Conditions;
  - c. Notice inviting Tender;
  - d. Bill of Quantities;
  - e. Scope of work;
  - f. Addendums, if any;
  - g. Complete Tender Document submitted by the contractor and any other document forming part of the contract
3. In consideration of the payments to be made by the IICA to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the principal employer to execute the contract for deployment of Security personnel at IICA w.e.f \_\_\_\_\_ as per the provisions of this Agreement and the tender documents.
4. The IICA hereby covenants to pay to the contractor in consideration of the execution and completion of the services as per the provisions of this Agreement and the tender documents, the contract price of Rs. \_\_\_\_\_ (Rupees in words) \_\_\_\_\_ being the sum stated in the letter of acceptance subject to such additions thereto or deductions therefrom as may be made under the provisions of the contract at the times in manner prescribed by the contract.



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

**For and on behalf of the Contractor**

**For and on behalf of the Director General & CEO, IICA**

Signature of the authorized official

Signature of the authorized Officer

Name of the official

Name of the Officer

Stamp/ Seal of the Contractor

Stamp/ Seal of IICA

By the said

By the said

\_\_\_\_\_Name

\_\_\_\_\_Name

on behalf of the Contractor in the presence of:

on behalf of the DG & CEO, IICA in the presence of

Witness \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Witness \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No: \_\_\_\_\_

Telephone No: \_\_\_\_\_