# NOTICE INVITING TENDERS (NIT) FOR PROVIDING SECURITY SERVICES AT THE PERMANENT CAMPUS, IIT PALAKKAD

Tender No. IITPKD/ADMN/051/2018-19

Date/Time of Publication: 15.03.2019 Date/Time of Closing: 01.04.2019 at 1500 hrs



Indian Institute of Technology Palakkad Ahalia Integrated Campus, Kozhipara, Palakkad – 678 557.

## 1. GENERAL

1.1. Indian Institute of Technology Palakkad (IITPKD) invites sealed tenders under Limited Tender System from reputed agencies who are experienced in providing Security Services for its Permanent Campus at Kanjikode West, Pudussery.

1.2. The tender documents may be downloaded from the institute's website https://iitpkd.ac.in/tenders or from https://eprocure.gov.in/cppp/. Last date for submission of the bids is 01.04.2019 at 1500 hrs. The bids will be opened by the duly constituted Committee in the presence of the bidders or their authorized representatives, who wish to be present on the same day at 1515 hours. In case of any holiday or unforeseen closure of the institute on the scheduled day of opening of the bids, the bids will be opened on the next working day at the same time, but the deadline for submission of bids remains the same as indicated above.

1.3. The bids shall reach **Registrar, IIT Palakkad, Ahalia Integrated Campus, Kozhipara, Palakkad-678557** by Post/Courier/in person latest by 01.04.2019. Bids received after the abovementioned date and time shall not be considered. Bids sent through Cable/Facsimile/Email/FAX/ any other mode shall not be considered. Conditional bids will be rejected outright.

1.4. The responsibility of submission of the bids on or before the last date shall rest with the tenderer. The institute will hold no responsibility for the non-receipt of the bids or for the bids received after the date/time specified. Any bid received by IITPKD after the bid submission deadline prescribed by IITPKD, shall be rejected and returned unopened to the Bidder.

S. No.	Events	Date and Time	Venue
1	Downloading of the Tender Document	15.03.2019 at 1500 hrs	-
2	Last date for submission of sealed tenders	01.04.2019 at 1500 hrs	-
3	Opening of Pre-Qualification Bids	01.04.2019 at 1515 hrs	Conference Room, Academic Block, IIT Palakkad.

1.5. The timeline for the NIT is as mentioned below:

1.6. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid is an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

1.7. Each tenderer shall submit only one bid, either by himself or as a partner in a joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids (of both the individual and the partnership/ consortium/joint venture) are liable to be rejected.

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

1.9. The Tender Document is not transferable. The bidder shall make a copy of the tender document before submitting the same to the concerned office. No requests will be entertained for making a copy after the submission of the document.

1.10. IITPKD will respond to any request for clarification or modification of the Tender Document that are received up to **FIVE (05) days** prior to the deadline for submission of bids prescribed by IIT PKD. For this purpose, the prospective bidder(s) requiring clarification in the Tender Document shall notify

IITPKD in writing at the IIT Palakkad's address. Any such clarification, together with all details on which the clarification had been sought, will be published in the website.

1.11. Except for any such written clarification by the Institute, which is expressly stated to be an addendum to the tender document issued by the Registrar, IIT Palakkad, no written or oral

communication, presentation or explanation by any other employee of any of the Sections/Departments of the Institute, shall be taken to bind or fetter the Institute.

1.12. The agency shall also be responsible for the insurance of its personnel. The agency shall specifically ensure compliance of various Laws/Acts, including but not limited to the following and their re-enactments/amendments/modifications:

I) The Payment of Wages Act 1936

II) The Employees Provident Fund Act, 1952

III) The Factory Act, 1948

IV) The Contract Labour (Regulation) Act, 1970

V) The Payment of Bonus Act, 1965

VI) The Payment of Gratuity Act, 1972

VII) The Employees State Insurance Act, 1948

VIII) The Employment of Children Act, 1938

IX) The Motor Vehicle Act, 1988

X) Minimum Wages Act, 1948

1.13. The bidder should have an office in the proximity of the Institute, for smooth coordination.

1.14. There should be no case pending with the police against the proprietor/partners/agency.

# 2. AMENDMENTS IN THE TENDER DOCUMENT

2.1. At any time prior to the deadline for submission of bids, IITPKD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by way of amendment(s).

2.2. Amendments will be intimated through the institute's website and the tenderers shall ensure that the amendments are carried out in the bid before submission. Further, it will be assumed that the Bidder has taken into account such amendments, while submitting the bid.

# **3. COMPOSITION OF THE TENDER DOCUMENT**

3.1. The Tender Document comprises of:

(a) Instruction to the bidders including terms and conditions

(b) Tender Form (Annexure-I)

(c) Scope/Duties/Responsibilities of Work (Annexure-II)

(d) Price Bid (Annexure-III)

(e) Evaluation Pattern of the Pre-qualification Bid (Annexure-IV)

(f) Check List for Pre-qualification Bid (Annexure-V)

(g) Undertaking (Annexure-VI)

(h) Format of Bank Guarantee for Bid Security (EMD) (Annexure-VII)

(i) Format of Bank Guarantee for Performance Security (Annexure-VIII)

3.2. The bidder is expected to examine all instructions, forms, terms and conditions in the Tender Document. In the event of discovery of any missing pages, the bidder shall inform the same to the Section/ Department concerned. Failure to furnish the information required by the Tender Document or submission of a tender not substantially responsive to the Tender Document in every respect will be at the bidder's risk and may result in rejection of the bid.

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

# 4. LANGUAGE/FORMAT/SIGNING OF THE BID

4.1. The bid prepared by the Bidder and all correspondence and documents related to the tender

exchanged by the Bidder and IITPKD shall be in English and the Contract shall be construed and

interpreted in accordance with that language. If any of the brochures, leaflets or communication is prepared in any language other than English, a translation of such document, correspondence or communication shall also be provided at the cost and risk of the bidder. The translation so provided shall prevail in matters of interpretation. The bidder, with respect to such documents, correspondence and communications, shall bear the costs and risks of such translation.

4.2. The documents comprising the bid shall be typed or written in indelible ink and all the pages shall be signed by the bidder or a person or persons authorized by the bidder. All the pages of the bid shall be numbered and except for unamendable printed, shall be signed by the person or persons authorized.

4.3. The bid shall not contain any internalizations, erasures, overwriting, except to correct errors made by the bidder, in which case the person or persons signing the bid shall initial such corrections with date.

# **5. DOCUMENTS COMPRISING THE BID**

5.1. The Pre-qualification and Prie Bids shall be sealed in separate covers duly superscribed as **Providing Security Services at the Permanent Campus, IIT Palakkad.** Both these sealed covers shall be put in a bigger cover, which should also be sealed and duly superscribed as **Providing Security Services at the Permanent Campus, IIT Palakkad, Tender No. IITPKD/ADMN/051/2018-19**. If the bigger cover is not sealed and marked as required above, IITPKD will assume no responsibility for the bid's misplacement or premature opening.

5.2. The bidder shall deposit Bid Security (Earnest Money Deposit) for an amount of **Rs.30,000/-** (**Rupees Thirty Thousand Only**) in the form of an Account Payee DD/ Fixed Deposit Receipt/Bank Guarantee from a nationalised bank in an appropriate format, in favour of **INDIAN INSTITUTE OF TECHNOLOGY PALAKKAD PAYABLE AT PALAKKAD** along with the Tender Document. EMD shall be put in a separate sealed cover and duly superscribed (as was done for the pre-qualification/price bids).

5.2.1. Bids not accompanied by the EMD shall be rejected/disqualified.

5.2.2. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest by the  $30^{th}$  day after the award of the contract.

5.2.3. EMD of the successful bidder shall be returned on receipt of the prescribed Performance Security and after signing of the contract agreement.

5.2.4. EMD shall be forfeited, if the bidder withdraws his bid during the period of validity of the tender. 5.2.5. EMD 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 Institute.

5.3. Documents establishing conformity of the terms and conditions of the Tender Document shall be provided along with the bid.

5.4. Information related to the agency/bidder such as photocopies of the Registration/PAN/GST/TIN shall be furnished.

5.5. Agencies/Bidders, who are bidding for this NIT shall,

(i). Have an experience of providing similar kind of services for at least five years in any of the Centrally Funded Technical Institutions/Central Government Departments/Central Educational Institutions/ Centrally Funded Autonomous Institutions/Public Sector Undertakings of the Government of India or any other State Governments/Public Sector Banks. Necessary valid supporting documents shall be provided by the bidder, without which the claim made shall not be considered by the institute. (ii). Have an **Average Annual Turnover of Rs.8 Lakh** during the last three financial years (2015-16, 2016-17, 2017-18). The bidder shall enclose the audited statements of the indicated financial years, which should have been certified by a Chartered Accountant.

(iii). Provide the Memorandum of Understanding in case the bidder comprises of Partnership/Consortium/Joint Venture.

(iv). Submit a power of attorney authorizing the signatories of the bid to commit each member of the Partnership/Consortium/Joint Venture.

(v). Nominate/authorize one of the members of the Partnership/Consortium/Joint Venture to be in charge and this nomination/authorization shall be covered in the power of attorney signed by the legally authorized signatories of all the members of the Partnership/Consortium/Joint Venture.

(vi). Submit the complete details of the ownership and control. If the Bidder is a Partnership/Consortium/Joint Venture, complete details of ownership and control of each member thereof shall be provided.

(vii). Submit copies of all the documents required, duly self-attested, along with pre-qualification bid of the tender.

(viii). Confirm and declare that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission will be paid and that the tender price will not include any such amount. If the Institute subsequently finds to the contrary, the Institute reserves the right to declare the bidder as non-compliant and declare any contract if already awarded to the bidder to be null and void.

(ix) Furnish the copy of Tender Document and addenda, if any, thereto, marked "Original" with each page signed and stamped to acknowledge acceptance of the terms and conditions of the tender.

# 6. CURRENCY OF BID AND PAYMENT

6.1. The Bidder shall submit the price bid/offer in Indian Rupees (INR) and payments under this contract will be made in Indian Rupees only.

# 7. DURATION OF CONTRACT

7.1. The contract shall be initially for a period of one year, which may be extended for a further period of one year at the same terms and conditions of the contract including the rates on Mutual Consent.

## 8. PERIOD OF VALIDITY OF THE BIDS

8.1. The bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission.

## 9. LATE AND DELAYED BIDS

9.1. Bids shall be received in the Institute at the address specified not later than the date and time stipulated in the Tender Document. The Institute may, at its discretion, extend the deadline for submission of bids, in which case all rights and obligations of the Institute and the Bidder will be the same.

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

## **10. BID OPENING AND EVALUATION**

10.1. The bids will be opened by the duly constituted Committee comprising authorized officials of the Institute in the presence of the bidders or of their authorised representatives, who may wish to attend at the scheduled date, place and time.

10.2. Prior to the detailed evaluation, IITPKD will determine whether each bid is complete and is substantially responsive to the Tender Document. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Tender Document without material deviations, exceptions, objections, conditionality or reservations.

10.3. If a bid is not substantially responsive, it shall be rejected by IITPKD and cannot subsequently be made responsive by the Bidder by correction of the non-conformity.

10.4. IITPKD determination of bid responsiveness will be based on the contents of the bid itself and any written clarifications submitted by the Bidder.

10.5. The pre-qualification criteria will be evaluated as per the methodology given in the **Annexure-IV** of the Tender Document.

10.6. The Price bids of only those bidders, who have been successful in the pre-qualification parameters, will be considered/evaluated for the award of Work/Contract.

10.7. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If a Bidder does not accept the correction of errors, the bid will be rejected and its EMD may be forfeited.

10.8. IITPKD may waive off any minor nonconformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

# **11. CLARIFICATION IN THE BIDS**

11.1. During the bid evaluation, IITPKD may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

# **12. MODIFICATION AND WITHDRAWAL OF BIDS**

12.1. The Bidder may modify or withdraw the bid after submission, provided a written notice of the modification or withdrawal is received by IIT PKD prior to the deadline prescribed for bid submission.

12.2. The Bidder's modifications shall be prepared, sealed, marked and dispatched in an envelope duly marked **BID MODIFICATION**.

12.3. A Bidder wishing to withdraw the bid shall notify IITPKD in writing prior to the deadline prescribed for bid submission. The withdrawal notice shall be addressed to IITPKD at the specified address and bear the reference number and the title of the tender and the words **BID WITHDRAWAL NOTICE**. Bid withdrawal notices received after the bid submission deadline will be ignored and the bid submitted prior to that will be deemed to be a valid bid.

12.4. No bid can be modified subsequent to the deadline for submission of Bids.

12.5. No bid can be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's EMD.

# 13. IIT PALAKKAD RIGHT TO ACCEPT/REJECT/MODIFY ANY OR ALL BIDS

13.1. IITPKD, is not bound to accept the lowest or any bid and may at any time, by notice, terminate the entire tendering process, without assigning any reason.

13.2. IITPKD, may terminate the contract, if it is found that the agency is black listed on previous occasions by the any of the Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.

13.3. IITPKD, may reject the bids in the event they are accepted, but the successful bidder fails to furnish the Performance Security or fails to execute the Contract Agreement.

13.4. IITPKD reserves the right to accept/reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

13.5. IITPKD reserves the right to negotiate with the Bidder having the Lowest Quote.

## **14. AWARD OF CONTRACT**

14.1. The institute will award the contract to the successful 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.

14.2. The successful bidder will be required to execute a Contract Agreement within 30 days from the date of issue of Letter of Intent/Work Order, failing which the Letter of Intent/Work Order issued shall be treated as cancelled.

14.3. The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of Letter of Intent/Work Order for 5% (of the contract value) in the form of an Account Payee DD/Fixed Deposit Receipt/Bank Guarantee from a nationalised bank in an appropriate format (Annexure-X) in favour of Indian Institute of Technology Palakkad payable at Palakkad. 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.

14.4. The Performance Security shall automatically become null and void once all the obligations of the agency under the contract have been fulfilled, including, but not limited to, any obligations during the period of contract and any extensions to the period. The Performance Security shall be returned to the agency under contract not later than fifteen (15) days after its expiration.

14.5. Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event IITPKD may make the award to the next lowest evaluated bid submitted by a qualified Bidder or call for new bids.

# **15. FORCE MAJEURE**

15.1. If the contractor is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure (civil disturbance, riots, strikes, tempest, acts of god etc), then it shall notify IITPKD in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fifteen (15) days after the occurrence of such event.

15.2. The contractor, when affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its performance of the contract and to fulfill its obligations under the contract, but without prejudice to IIT Palakkad's right to terminate the Contract.

15.3. No delay or non-performance by the Supplier caused by the occurrence of any event of Force Majeure shall:

(a) Constitute a default or breach of the Contract;

(b) Give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance.

15.4. If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than THIRTY days or an aggregate period of more than sixty days on account of one or more events of Force Majeure, IITPKD shall have the right to terminate the Contract by giving a notice to the Supplier.

# **16. DISPUTE RESOLUTION**

16.1. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Registrar, IIT Palakkad.

16.2. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Palakkad only.

16.3. Any dispute or claim arising out of/relating to this Contract or the breach, termination or the invalidity thereof, shall be settled by the Hon'ble Courts of Justice at Palakkad.

## <u>TENDER FORM</u> (Please use a separate sheet if needed)

S. No.	Particulars	Details
1	Names, address of firm/Agency and Telephone numbers, Email Address	
2	Registration No. of the Firm/ Agency	
3	Name, Designation, Address and Telephone No. of Authorized person of Firm/ Agency to deal with	
4	Please specify as to whether Tenderer is sole proprietor/ Partnership firm. Name and Address and Telephone No. of Directors/partners should specified	
5	Copy of PAN card issued by Income Tax Department and copy of Income Tax Return for the previous three Financial Years	
6	Provident Fund Account No.	
7	ESI Number	
8	License number under Contract Labour (R&A) Act, if any	
9	Details of ISO Certification	
10	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 abide by them.

# Signature

Name: Address: Phone No.: (Both landline and mobile numbers to be provided) Email Address:

# **Note:** All the above details shall be evidenced by a valid/certified document.

#### SCOPE/DUTIES/RESPONSIBILITIES OF WORK

1. The agency shall provide security services by deploying adequately trained and well-disciplined security personnel preferably an ex-servicemen at the IIT Palakkad Permanent Campus to arrest any encroachment in IIT land by the anti-social elements.

2. The security personnel shall be deployed round the clock in three shifts at the mentioned place to safeguard the premises. The shifts will be (a) A Shift - 0600 hours (Day-1) to 1400 hours (b) B Shift - 1400 hours to 2200 hours (c) C Shift - 2200 hours to 0600 hours (Day-2).

3. The guards should be provided with motor bikes to patrol around the campus round the clock.

4. The security personnel shall maintain records of inward and outward movement of employees of the Institute, guests, visitors, materials, vehicles, etc with proper check on the same as per instructions given from time to time by the Institute. They shall be able to maintain documents, verifying identity cards/ vehicle/gate pass, etc.

5. The security personnel should have knowledge in First Aid/driving/handling wireless equipment/modern security gadgets, etc.

6. The security personnel should have work experience for at least 2 years in security assignment in similar organization.

7. No person who has been convicted by the court of law, who has been dismissed or removed on grounds of misconduct or moral turpitude, while serving in any of the armed forces of the Union, State police organization, Central or State governments or in any private security agency shall be employed or engaged as a private security guard.

8. The security personnel should be able to read/speak English//Malayalam and Hindi languages.

9. Any protest (or) boycott of duties by the Security Guards on any account will be viewed seriously and the agency is responsible for any loss (or) damage.

10. The security personnel deployed shall maintain vigil and remain alert.

11. The security personnel shall be duly trained in fire safety operations. They should also have been trained to operate various fire control equipment installed at the Institute. A mock fire drill may be organized every month by the Institute.

12. The Security Guards shall have a minimum educational qualification of 10<sup>th</sup> standard, be in the age group of 25-50 years, be healthy, smart with good physical bearing.

13. The agency shall keep the Institute informed of all the matters related to security/safety and cooperate in the investigation of any incident related to security.

14. The agency shall not deploy or shall discontinue deploying the person(s), if so desired by the Institute at any time without assigning any reason whatsoever.

15. The agency shall provide reasonably good uniform with name badges to its personnel deployed at the Institute at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition. The incidentals, such as, seasonal and protective clothing, belt, shoes, socks, caps, torches (with adequate supply of battery cells on monthly basis), whistle, rain coats, gum boots, cane stick, vehicles required for patrolling, etc shall be borne/supplied by the agency at its cost.

16. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the Institute/Govt. of India/any State/or any Union Territory.

17. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the authorities of the Institute. Proposals for efficient functioning of the security systems shall be discussed, considered and implemented from time to time by the agency with approval of the Institute.

18. The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus. Gratuity, ESI etc. relating to

personnel deployed by it at the Institute or for any accident caused to them and the Institute shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the Institute for whatever reason. The agency shall also be responsible for the insurance of its personnel.

19. The agency shall be responsible for the safety of all the equipment, fixtures and any other property on the Institute campus. The agency shall also have to inform the authorities about any pilferages noticed on the campus. The agency shall be responsible for any theft and will be liable to make good the loss incurred. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to Institute and maintain liaison with the police. FIR will be lodged by the Institute, wherever necessary. If need be, a joint enquiry comprising of both the parties shall be conducted and responsibility fixed.

20. The agency shall ensure that security staff appointed by them is fully loyal-to and assist the Institute during normal periods as well as during strike and other emergencies for the protection of personnel and property both movable and immoveable to the entire satisfaction of the Institute.

21. In case of any loss that might be caused to the Institute due to lapse on the part of the security personnel discharging security responsibilities will be borne by the agency and in this connection, the Institute shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to the Institute besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the contractor, the Institute shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

22. In the event of any security personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve.

23. As and when the Institute requires additional security strength on temporary or emergent basis, the agency will depute such security personnel under the same terms and conditions. For the same, a notice of two days will be given by the Institute.

24. The Institute shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.

25. The Income tax as applicable shall be deducted from the bill unless exempted by the Income tax Department.

26. The decision of the Institute with regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the agency.

27. Any violation of terms/conditions of the tender document, instructions/terms of agreement or suppression of facts will attract cancellation of agreement without any reference.

28. Discipline, dress and decorum of the security personnel shall be the responsibility of the service provider. The agency shall also ensure that the security personnel engaged is as per the requirements of the Institute. The security guards shall report to the authorized official of the Institute.

29. The security personnel provided should be personnel of high integrity and confidence. Character and Antecedents verification of the security personnel shall be the responsibility of the agency. The verification details shall be submitted to the Institute on award of the contract.

30. The guards shall be in proper uniform and shall conduct themselves befitting those responsible to maintain peace and harmony in the Institute. The guards shall remain vigilant throughout their time of duty and shall be courteous with and helpful to the student community, the employees, the campus residents and visitors. The guards shall remain physically fit and mentally alert. No guard shall be allowed to continue to be on duty beyond one shift.

31. The service provider shall ensure rotation of guards at a particular security point at least once in a month with prior permission and intimation. Further, the guards should not be deployed on over time duty consecutively except under emergent and extra ordinary situation. However, in any case, the same should not exceed 5% of total duties in a month.

32. The agency shall also have to ensure the general discipline of the guards and take up night checks as well as provide on the job training schedules for the guards to make them acquainted with the security requirements of the campus as per the academic and administrative schedule of the Institute.

33. Penalty will be imposed in case the guards are found sleeping on duty or performing duties for longer periods than the shift hours. Security guards may also be asked to perform such other duties as may be essential for maintenance of security and discipline in the campus.

34. The agency shall maintain a Daily Attendance Register, which will be verified by the authorized official of the Institute.

## **ANNEXURE-III**

#### PRICE BID

Description of Work	No. of Personnel required	Rate per personnel (INR) (in words and figures)	Monthly (on all the days) amount (INR) (in words and figures)
Providing Security Services at Permanent Campus, IIT	6 Security Guards*		
Palakkad as per the scope/duties/responsibilities	Total Amount		
of work in Annexure-II	GST @ 18%		
	Grand Total		

#### <u>Note</u>

1. Break-up of the rates shall be provided along with the copy of the order of Minimum Wages of Government of India to facilitate revision of rate whenever there is a revision.

2. No other charges would be payable by the Institute. There shall not be any increase in rates during the contract period.

3. The offers/bids which are not in compliance of Minimum Wages Act and any other Labour acts/laws will be treated as invalid.

4. All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him/them in figures, as well as in words. Alterations, if any, unless legibly attested by the tenderer shall lead to disqualification. The tenderer shall take care that the rate and amount are written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejection.

#### Signature

Name and address of the vendor with stamp

Place:

Date:

\*The number required may be increased /decreased subject to the requirement.

## **EVALUATION PATTERN OF PRE-QUALIFICATION BID**

All the pre-qualification bids of the firms/agencies, which have submitted all the relevant documents as sought in the Tender Document and meeting the eligibility criteria will be scrutinized by the duly constituted Committee. The parameters to be considered for the evaluation and the maximum marks for each parameter of the pre-qualification bid is as under:

Sl. No.	Parameter	Maximu m Marks
1	Background of the organization (Type of company, certification for quality, ISO Certification, Turn Over, Testimonials)	30
2	Profile of Employees (Age, qualification, Experience, Ex-servicemen) in the Firm	20
3	Past experience in carrying out similar works on or after 01.01.2013. Type and Number of Organizations served, Contract value, Duration of service etc.	30
4	Proposed work plan and ability to extend quality of service	20
	Total Marks	100

#### Note:

1. Agency shall provide supporting details/documents for all the above parameters for scrutiny and evaluation.

2. The financial bids of the firms/agencies qualified in the pre-qualification stage only will be opened for evaluation. The contract will be awarded to the agency which has quoted lowest (L-1). In case of a tie, the contract will be awarded to the agency which gets the highest marks in the evaluation of the pre-qualification bid.

3. Minimum marks to be secured for the above parameters is 45.

# <u>CHECK LIST FOR PRE-QUALIFICATION BID</u> (Please use a separate sheet if needed)

Sl. No.	Essential Documents	
1	Bid Security (EMD) of <b>Rs.30,000/- (Rupees Thirty Thousand Only)</b> in the form of FDR/DD/Bank Guarantee issued by any scheduled nationalised bank in favour of Indian Institute of Technology Palakkad Payable at Palakkad.	
2	Authorized person of the firm/agency, with name, designation, address and office telephone numbers. If the bidder is a partnership firm, name designation, address and office telephone numbers of Directors/Partners also shall be provided.	
3	Undertaking on a Stamp paper of Rs.100/- (Rupees One Hundred only) as per format prescribed in Annexure-VI.	
4	Self-attested copy of the PAN card along with the copy of Income- Tax Returns of the last financial year (2015-16, 2016-17, 2017-18) certified by chartered accountant.	
5	Self-attested copy of GST Registration Certificate.	
6	Self-attested Copy of valid Registration Certificate of the firm/agency.	
7	Self-attested copy of valid Provident Fund Registration Certificate.	
8	Self-attested copy of valid ESI Registration Certificate.	
9	Self-attested copy of valid License No. under Contract Labour (R&A) Act, 1970.	
10	Proof of experiences of last five financial years along with satisfactory performance certificates from the concerned employers.	
11	Annual Turnover of previous three years supported by audited balance sheet.	
12	Manpower on roll.	
13	Self-attested copy of ISO Certificate, if any.	
14	Any other documents relevant to the bid.	

# Signature

# (Name and Address of the Bidder)

# Telephone/Mobile No.

## **UNDERTAKING** (To be provided on a Stamp Paper of Rs.100/-)

То

(Designation and Name of the concerned Institute)

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

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

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.

2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.

3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.

4. I/We shall provide trained security personnel.

5. I/We do hereby undertake that neat and clean environment of the Institute shall be ensured by our Agency, as well as any other point considered by our Agency. Our Security Service shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of Rs.\_\_\_\_Lakhs (Rupees in words). The Insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft, if any, shall be recoverable from me/us through fidelity bond.

Signature

(Name and Address of the Bidder)

Telephone/Mobile No.

#### FORMAT OF BANK GUARANTEE FOR BID SECURITY (EMD)

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

KNOW ALL MEN by these present that we\_\_\_\_\_(Name and address of Bank), having our registered office at\_\_\_\_\_(hereinafter called "the Bank") are bound unto\_\_\_\_\_\_(Name of the Department) (hereinafter called "the Department") in sum of Rs.\_\_\_\_\_\_for which payment will and truly to be made to the said Employer, the Bank binds himself, his successors and assigns by these presents.

WHEREAS\_\_\_\_\_(Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated\_\_\_\_\_\_for providing Security Services (hereinafter called "the Bid").

WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs.

\_\_\_\_\_ (Amount in figures and words) as Bid Security against the Bidder's offer as aforesaid.

AND WHEREAS (Name of Bank) have at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

WE further agree as follows:

1. That the Department may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Bidder.

2. That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Bidder.

3. That this guarantee commences from the date hereof and shall remain in force till: (a) The Bidder, in case the bid is accepted by the Department, executes a formal agreement after furnishing the Performance Guarantee of a scheduled commercial Bank based in India. (b) Forty five days after the date of validity or the extended date of validity of the Tender, as the case may be, whichever is later.

4. That the expression "the Bidder" and "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assignees.

THE CONDITIONS of this obligation are:

(i) If the Bidder withdraws his bid during the period of Tender validity specified in the Form of Tender; or (ii) If the Bidder refuses to accept the corrections of errors in his bid; or (iii) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of tender validity and (a) fails or refuses to furnish them Performance Guarantee and/or (b) fails or refuses to enter into a contract within the time limit specified in para\_\_\_\_\_\_of the NIT.

(iv) If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract. (v) If the contract is terminated for the reason that the agency is blacklisted.

WE undertake to pay to the Institute upto the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed (i), (ii), (iii)(a), (iii)(b), (iv) or (v) mentioned above, specifying the occurred condition or conditions.

Signature of Witness Name of Witness (Stamp/Seal of Bank) Address of Witness

Signature of Authorized Official of the Bank
Name of Official
Designation
ID No

## FORMAT 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 \_\_\_\_\_\_(Name of the Institute) (hereinafter called the "Institute") of the other part.

2. WHEREAS\_\_\_\_\_\_(Name of the Institute) has awarded the contract for security services 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 Department 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 Department the full amount of Rs.\_\_\_ (Amount in figures and words) as stated above.

5. After the Contractor has signed the aforementioned contract with the Institute, the Bank is engaged to pay the Institute, any amount up to and inclusive of the aforementioned full amount upon written order from the Institute to indemnify the Institute 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 Institute 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 Institute 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 six 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 Institute 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 Institute 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 Institute in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Institute for the payment hereof shall in no way relieve the Bank of their liability under this deed. 1

0. The expressions "the Institute", "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