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Shail Group of Institutions

***Indore Institute of Science &
Technology,
Indore Institute of Pharmacy,
Indore Institute of Management &
Research
(Shail Educational & Welfare Society
Indore)
Notice Inviting Tenders for providing
Security Services***

**NOTICE INVITING TENDER FOR PROVIDING SECURITY SERVICES AT
SHAIL GROUP OF INSTITUTIONS, INDORE**

Sealed tenders are invited under Two-Bid system (Technical and Financial) from reputed agencies, either by themselves or as a joint venture/consortium/partnership having capacity to provide the required number of uniformed trained manpower for the security services to the Group of Institutes located at Rau- Pithampur Road, Indore initially for a period of one year on contract /out sourcing basis.

Nos

1. Security Guards -

2. Gun Man -

3. Supervisor -

4. Any other labour/ services such as Bouncer etc to be specified and can be deployed on need basis. -

Last date for submission/receipt of tender(s) is **05th October, 2018 at 3:30 pm** and will be opened on 6th October, 2018 at 12 noon in the presence of the authorized representatives of the bidders who wish to be present in the Office of SGI, Indore. The tenders received after the above said scheduled date and time may not be considered. Wherever, the term SGI Indore is mentioned will include the Group Institutes in the Campus at Indore.

Designated / Authorized Official:

CAO, SGI, Indore

INSTRUCTIONS TO BIDDERS:

Shail Group of Institutes is proposing to outsource security services from security agencies with valid licence under the Act for its Campus at Rau – Pithampur Road, Indore.

The Tender document comprises of mainly three parts:

- Technical bid**
- Terms & Conditions for providing security and associated services**
- Financial bid**

Please go through the following carefully before submitting the quotation/tender:

1. Essential and desirable pre-qualification
3. General Terms and conditions for providing security services.
4. Technical Bid
5. Scope of Work
6. Undertaking
7. Financial bid
8. EMD Should be attached with the TECHNICAL BID .
9. Break-up details for the financial bid

Offers without the Break-up will not be considered even if they pre-qualify based on technical bid.

10. The tenderer should quote in figures as well as in words the rate and amount tendered by them in the financial bid.
11. When the tenderer signs a tender in Indian language, the total amount tendered should also be written in the same language.
12. The tenders should be submitted in the prescribed form only duly completed, technical bid in sealed envelope No: 1duly marked as Technical Bid.
13. The Technical Committee will scrutinize the Bids Submitted on all Techno-commercial parameters and can inspect the establishment(s) concerned or otherwise for assessing the suitability and recommend for Financial Bid. The time and date of opening of Financial Bids shall be intimated later.
14. Conditional, Incomplete tenders, Tender in any form other than the prescribed form issued by SHAIL GROUP OF INSTITUTIONS or bids received in any mode other than the mode of Submission prescribed

will be rejected. In such cases the EMD submitted with the tender will be forfeited.

15. The tender is not transferable under any circumstances.
16. Canvassing of any kind, direct or indirect, shall lead to disqualification of the tenderer.
17. Shail Group of Institutions reserves the right to accept or reject the part or full offer or whole tender without assigning any reason(s) thereof.
18. Institute reserves the right to increase or decrease the number of security personnel depending upon the requirement also change the campuses and the number of security agency.

Terms and conditions of bidding :

1. GENERAL:-

1.1 The present offer is being invited for Security Services under which the contractor shall provide uniformed, skilled and trained personnel and will use its best endeavors to provide security of building, equipments, materials and staff working in Shail Group of Institutes for monitoring and surveillance of the premises and other assets:

(Subject to change as per exigency)

1. Security guards -
2. Gun man
3. Bouncers
4. Supervisors
5. Any other category of personnel as may be required from time to time

2. ELIGIBLE BIDDERS:-

- 2.1. All security agencies with valid Licenses for the same and who are providing similar kind of services for at least three consecutive years and preferably being run by Ex-Service men/Ex-Para-military men.
- 2.2. The bidder having requisite experience in similar works in any of the educational Institutions/Universities etc will be preferred.

3. QUALIFICATION OF THE BIDDERS:-

3.1. The Bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid.

3.2. Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/Consortium/Partnership. Nomination of one of the members of the partnership, consortium or joint venture to be in charge

and this authorization shall be cover edit the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm;

- 3.3. The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.
- 3.4. Bidder or members of a partnership, joint venture or consortium shall submit a copy of PAN card No. under the Income Tax Act.
- 3.5. Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.
- 3.6. Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and declare with is bid that no agent, middleman or any in term diary has been, or will be, engaged to in case of company copy of memorandum and article of Association with Resolution to appear in bid authorization to the bidder.
Provide any services or any other it work relating to the performance of this contract

4. ONE BID PER BIDDER:-

Each bladder shall submit only one tender either by himself or as partner in joint venture or as a member of consortium. If abider 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 are liable to be rejected.

5. COST OF BID:-

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

6. VISIT TO Campus:-

The bidder is required to provide securities services to campus and is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has under taken a visit to the Institute and is aware of the operational conditions prior to the submission of the tender documents.

7. TENDER DOCUMENTS:-

7.1. Contents of Tender Documents.

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

(a) Notice of Invitation of Tender. (b) Technical along with EMD in Annexure 1 and Form A and Undertaking alongwith Checklist of documents for prequalification. C) Financial Bid . (d) Terms and Conditions and other details (e) Details of Manpower proposed to be deployed as per your own planning.

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

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

7.2. CLARIFICATION OF TENDER DOCUMENT

7.2.1. The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall inform the Office of **SGI, Indore**.

7.2.2. In case the bidder has any doubt about the meaning of anything contained in the Tender document, has hall seek clarification from the Office of **SGI, Indore** not later than two days before submitting his bid.

8. PREPARATION OF BIDS

8.1. Documents Comprising the Bid

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

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

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

8.2.3. These shall be addressed to the SGI, Indore and submitted to SGI, Indore at the address given in the Tender document.

8.3. BID PRICES:-

8.3.1. Bidder shall quot in Indian Rupees for the entire contraction 'single responsibility 'basis such that the Tender price covers contractor's all Obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Security Services at **SGI Indore**. This includes all the liabilities of the contractor such as cost of uniform and identity cards of personnel deployed by the contractor and all other statutory liabilities like

Minimum Wages, ESI,PF contributions, service charges, workman compensation all or any kinds of taxes etc. which should be clearly stated by the contractor.

8.3.2. The rates quoted by the Bidder shall be inclusive of GST /Service Tax, if not quoted explicitly.

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

8.3.4. Conditional bids/offers will be summarily rejected

8.4. FORM OF BID:-

The form of Bid shall be completed in all respects and duly signed and stamped by an authorized and deputed 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. Signature on the form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

8.5. Duration of Contract:-

The contract may be valid initially for one year and the Institute reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed.

8.6. BID SECURITY:-

8.6.1. The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs. **10,000/-** in the form of an Account Payee DD in favour of **Shail Educational and welfare society, Indore** and made payable at Indore with the Tender document. The Bid Security will remain valid for a period of forty-five days beyond the final bid validity period.

8.6.2. Any Tender note accompanied by Bid Security shall be rejected without any notice.

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

8.6.4. Bid security of the successful bidder shall be returned on receipt of Performance Security in SGI, Indore and after signing the contract agreement. 8.6.5. Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.

8.6.6. Bid Security shall be forfeited if the successful bidder refuse or neglects to execute the Contractor fails to furnish the required Performance Security within the time frame specified by the Institute.

8.7. Format and Signing of Bid:-

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

8.7.2. 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.

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

9. Submission of Bids:-

9.1.1. The bidder shall submit the Pre-qualification and Technical Bid in a separate sealed cover and the Financial Bid in another sealed cover duly super scribed and all these sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed.

9.1.2. The sealed cover of Pre-qualification and Technical Bid should consist of the following documents:-

- (a) Bid Security (Earnest Money Deposit) for an amount of **Rs.10, 000/-** (ten thousand only) in the form of an Account Payee DD, in favour of **Shail Educational and welfare society, Indore.**
- (b) Self attested one recent pass port 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 No. card under Income Tax Act ;
- (d) Self attested copy of Service Tax/GST Registration number;
- (d) 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 License and Number under Contract Labour Act and under any other Acts/Rules;
- (I) Proof of valid DGR sponsorship or proof of being run by Ex-serviceman/ex-Para-Military personnel;
- (j) Proof of experience as stated in Clause 2.2.(a), (b) and (c) supported by documents from the concerned organizations; and

(k) Duly filled and signed Annexure-V, VI and VII.

(l) Copy of memorandum and article of association with copy of resolution to authorized person to appear in the bid in case of company.

9.1.3. The sealed cover of Price Bid should contain in original in separate envelopes duly filled in figures and words.

9.1.4. All the sealed covers shall be addressed to the Shail Educational Welfare Society, IIST Campus opp. To IIM Rau Pithampur Road Indore and will be submitted or sent to the Campus so as to reach as per schedule indicated herein above.

9.1.5. The tender shall remain valid and open for acceptance for a period of 45 days from the last date of submission of tender.

9.2 Late and Delayed Tenders:-

9.2.1. Bids must be received in the Campus at the address specified above not later than the date and time stipulated. The SGI . May, at its discretion, extends the deadline for submission of bids in which case all rights and obligations of the Institute and the Bidder will be the same.

9.2.2. 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.

10.1 Bid Opening and Evaluation:-

10.1.1. The authorized representatives of the Institute will open the Pre-qualification and Technical Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time.

10.1.2. The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected. 10.1.3. Conditional bids will also be summarily rejected.

10.1.4. Subsequently, the selected technical bids will be evaluated as per the methodology given in the Annexure-IV of the Tender document.

10.1.5. Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders.

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

10.2.1. **Shail Education and welfare society, Indore,** is not bound to accept the lowest or any bid and may at any time by terminate the tendering process without notice.

10.2.2 **Shail Education and welfare society, Indore** may terminate the contract if it is found that the contractor is black listed on previous occasions by the any of the Institutes/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.

10.2.3. **Shail Education and welfare society, Indore,** may terminate the contract in the event the successful bidder fails to furnish the Performance Security or fails to execute the agreement.

11.1.1. **SGI Indore**, 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.

11.1.2. **SGI Indore**, will communicate the successful bidder by email confirmed by letter transmitted by Registered post 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 Institute will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.

11.1.3. The successful bidder will be required to execute an agreement in the form specified in Annexure-IX with in a period of 30 days from the date of issue of Letter of Offer.

11.1.4. The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of “Letter of Offer” for an amount equal to of ten percent of the total value of the contract) in the form of an Account Payee DD, in favour of Shail Education welfare Society, Indore and made payable at Indore. 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.

11.1.5. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient ground so the annulment of the award and for feature of Bid Security.

12. SCOPE OFWORK OF THECONTRACTOR

The contractor shall have to provide the security services to **Shail Educational Welfare Society, Indore and its other Group of Institutions in the Campus.**

The contractor shall ensure protection of the personnel & property of the Institute, prevent trespass in the assigned area with/without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicle into the campus of the Institute building.

13. OTHER TERMS AND CONDITIONS OF THE CONTRACT

1. All personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contract or such as ESI, PF, Workmen's Compensating Act, etc. The list of staff going to be deployed shall be made available to the Institute and if any change is required on part of the Institute fresh list of staff shall be made available by the agency after each and every change.
2. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (Contract Labour (Regulation & Abolition Act 1970), EPF etc. with regard to the Security personnel engaged by him for works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the Institute.
3. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within-7days of close of every month. However in any case it should be paid before 15th of the month giving particulars of the employees engaged for the Institute works, is required to be submitted to the Institute. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time Institute is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged for the Institute.
4. The information of security staff deployed shall be got verified by the contractor from local police authority and an under taking in this regard to be submitted to the Institute and Institute shall ensure that the contractor complies with the provisions.
5. The Contractor will maintain a register on which day today deployment of personnel will be entered. This will be count resignedly the authorized official of the Institute. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor has to given an undertaking (on the format), duly counter signed by the concerned official of the Institute, regarding payment of wages as per rules and laws in force, before caving the 2 payment onwards.
6. All liabilities arising out of accident or death while on duty shall be borne by the contractor. However a workman compensation policy should be purchase by the contractor.

- All necessary report send the information will be supplied immediately as required and regular meetings will be held with the Institute.
8. 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 Institute and shall not knowingly lend to any person or company any of the effects of the Institute under its control.
 9. Projection of properly and personal (Faculty staff, Students, Official visitors and residents) of institute : against will full harm that is all gates Academic Area activity , Hostels, Guest House, Play Ground, Canteen, Staff Flats and Account office all the properly within boundary wall of campus. Each in transit with staff and vehicle if guard sent with vehicle.
 10. The staff shall displayed not accept any gratitude or reward in any shape.
 11. The contractor's shall have his own establishment /setup/mechanism/ Training institute to provide training aids or Should have tie up with a training institute with 2-3 Ex -servicemen/paramilitary forces/Ex-police for training Purpose this own cost to ensure correct and satisfactory Performance of his liabilities and responsibilities Under the contract.
 12. Under the terms of their employment agreement with the Contractor the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.
 13. That in the even to if any loss occasioned to the Institute, as a result of any lapse on the part of the contract or which will be established after an enquiry conducted by the Institute, the said loss can claim from the contractor up to the value of the loss. The decision of the Head of the Institute will be final and binding on the agency.
 14. The contractor shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated here in and in accordance with such directions, which the Institute may issue from time to time and which have been mutually agreed up on between the two parties.
 15. The Institute shall have the right, within reason, to have any person removed that is considered to be un desirable or other wise and similarly Contractor reserves the right to change the staff with prior intimation to the Institute.
 16. The contractor shall be responsible to maintain all property and equipment of the Institute entrusted to it.
 17. The contractor will be held responsible for the damages/sabotage caused to the property of the Institute due to the riots/mobs attack/armed dacoit activities or any other event of force majeure.
 18. The contract or will deploy supervisors as per the need given by the Institute..

19. The personnel engaged by the contractor shall be dressed in neat and cleaning form (including proper name badges), failing which invites a penalty of Rs.500/-each occasions and habitual offender in this regard shall be removed from the Institute. The penalty on this account shall be deducted from the Contractor's bills.
20. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/Students/Parents and should project an image of utmost discipline. The Institute shall have right to have any person moved in case of Students/staff complaints or as decided by representative of the Institute if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
21. The Eight & Half hours shift (including Lunch Break of 30 Minutes) generally will be from 07:30hrs.to16:00hrs., 15:30hrs. to 23:30hrs. and 23:30hrs. to 08:00hrs. But the timings of the shift are change able and shall be fixed by the Institute from time to time depending upon the requirements. Prolong duty hours (more than 8hrs.at stretch) shall not be allowed. No payment shall be made by the Institute for double duty, if any.
- 22.The personnel will have to report to the Security Dept. office at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by the Institute.
23. The contractor shall a bid by and comply with all the relevant laws and statutory requirements covered under various laws such as Private Security Agencies (Regulations) Act, Labour Act, Minimum Wages Act, Contract Labour (Regulation and abolition) Act, EPF, workman compensation Act, Gratuity Act ESI, and various other Act as applicable from time to time with regard to the personnel engaged by the contract or for the Institute.
24. The payment would be made 15th of the month based on the actual shift manned/operated by the personnel's applied by the contractor and based on the documentary proof jointly signed by the Representative of the Institute and the contractor/ his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the Institute.
25. Any damage or loss caused by contractor's persons to the Institute in whatever form would be recovered from the contractor.
26. The Institute will give basic training/familiarization of the Security and door keeping s services required to be done by the personnel to be deployed by the contractor under the contractfor2 to 3 days and this period will not be counted

as shift manned by contractor's personnel for the purpose of payment under the contract.

27. (a) In case any of contractor's personnel (s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of guards/supervisors absent on that particular day shall be levied by the Institute and the same shall be deducted from the contractor's bills.

(b) In case any of contractor's personnel deployed under the contract fails 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 27(a) shall be levied.

(c) In case any public complaint is received attributable to misconduct /misbehavior of contractor's personnel, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the Institute system immediately.

28. The contractor shall ensure that its personnel shall not at anytime, without the consent of the Institute in writing, divulge or make known any trust, accounts matter or transaction under taken or handled by the Institute and shall not disclose to any information about the affairs of Institute. This clause does not apply to the information, which becomes public knowledge.

29. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.

30. The contractor shall deploy his personnel only after obtaining the Institute approval duly submitting curriculum vitae (CV) of these personnel, the Institute shall be informed at least one week in advance and contractor shall be required to obtain the Institute's approval for all such change along with their CVs.

31. Force Majeure

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening if such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period

mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

32. The contractor shall have his own Establishment /Setup /Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
33. "NOTICE TO PROCEED" means the notice issued by the Institute to the contractor communicating the date on which the work/services under the contract are to be commenced.
34. If the contractor is a joint If venture / consortium /group /partnership of two or more persons, all such persons shall be jointly and severally liable to the Institute for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the Institute.
35. The contract period is Twelve months from the date of the commencement (as mentioned in Notice to Proceed) and can be extended further , if found satisfactory.
36. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the Institute shall be titled to terminate the contract forth with duly forfeiting the contractor's Performance Security earnest money.
37. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities ,the Institute may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Institute from the contractor.
38. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Institute, such money shall be deemed to be payable by the contractor to the Institute within seven days. The Institutes hall been titled to recover the amount from the contract or by deduction from money due to the contractor from the Performance Security.
39. The contractor shall not engage any such sub contractor or transfer the contract to any other person in any manner.

40. The contractor shall indemnify and hold the Institute 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.
41. The bidder should be registered with the concerned authorities of Labour under Contract Labour (R&A) Act 1970 and any other law/act (wherever applicable).
42. The contracting agency shall not employ any person below the age of 18yrs. And above the age of 50yrs. Manpower so engaged shall be trained for providing security services and firefighting services before joining. In addition Institute will also arrange training in batches by Civil Defense and Fire Service Institutes for deployed manpower. During this training, contractor shall have to arrange for substitute for the staff undergoing training. Smaller Institutes can tie-up with bigger Institutes in neighborhood for such trainings.
43. The contracting agency shall employ at least 33% manpower from the category of Ex-Service men not above the age of 50 years. The contractor shall provide proof of Ex-service men and Institute shall get it verified on its own. Security staffs other than Ex-servicemen should be minimum 10th pass and should have minimum training of five days durations for providing security and fire fighting services.
44. Provide Security and watch and word Service during official, social and religious funders and gatherers/events inside the campus.
45. That a contractor should have an investigation Cell to carry out investigation of thefts, accidents or any other matters regains from time to time.
46. The contractor shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Hospital will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.
47. Security staff engaged by the contractor shall not take part in any staff union and association activities.
48. The contractor shall bear all the expenses incurred on the following items: e. Provision of torches and cells, latrines / bathrooms and other implements to security staff, stationary for writing duty charts and register security check points and records keeping as per requirements.
49. Agency will provide walkie-talkie to each supervisor and to 20% of security guards to ensure effective timely communication between them.
50. The Institute shall not be responsible for providing residential accommodation to any of the employees of the contractor.

51. The Institute shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Institute does not recognize any employee employer relationship with any of the workers of the contractor.

52. If as a result of post payment audit any over payment 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 Institute from the agency.

53. If any under payment is discovered, the amount shall be duly paid to the agency by the Institute.

54. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over when ever required by the Institute etc.

55. The contractor will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee in every month with bill.

56. The contractor shall disburse the wages to its staff deployed in the Institute every month through ECS or by Cheque in the presence of representative of the Institute.

57. The contractor should have round the clock service in Indore along with quick response teams to deal with emergent situations, if arise at any point of time.

OBLIGATION OF THE CONTRACTOR:

58. 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 time to time and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

9. Dispute Resolution

(a) 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 referred for adjudicate on to a sole Arbitrator appointed by the Registrar, Shail Educational and welfare Indore.

(b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

(c) The cost of Arbitration shall be borne by the respectiv parties in equal proportions. During the pendency of the arbitrate on proceeding and currency of contract, neither party shall been titled 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 Indore only.

60. Jurisdiction on of court

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

**DUTIES AND RESPONSIBILITY OF SERVICE PROVIDER AND THE
SECURITY STAFF:**

1. The Security service provide firm shall assess and plan the security arrangements required for the Campus on its own and develop a Manual to govern its work for each post / position indicating the duties and responsibilities.
2. The Security Supervisors of the agency will be responsible for overall security arrangement of the concerned Institute covered in the contract and shall report through the designated officials in this regard.
3. The security staff deputed shall be with prior consent of the Administration of the Institute and for any deployment, change from the Institute etc
4. Security Supervisor will ensure that all the instructions of the administration are strictly followed and there is no lapse of any kind.
5. The entry system through proper Gate pass shall be managed by the Service provider and no outsiders shall be allowed to enter without the same and an entry in the Visitor Register.
6. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contractor authorized by the employer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
7. The officers and staff of the Institute are expected to carry their Identify cards while entry or exit with them and shall produce on demand for checking and allowing entry by the security personnel.
8. Deployment of Guards/Gunmen/ Security Supervisors will be as per the instructions of the authorities of the Institute and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.
9. Security personnel deployed in the premises on holidays and Sundays will be assessed as per actual requirement and the number of personnel will be suitably reduced.
10. The Security Supervisor/Guard will also take round of all the important and sensitive points of the premises as specified by the Institute.
11. Security personnel shall also ensure door keeping duties and other timely cheking of the same as per need.
12. The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises of the Institute.
13. Entry of the street-dogs and stray cattle's into the premises is to be prevented. It should beat once driven out.
14. The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.

15. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle's.
16. The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting material available on the spot. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities.
17. In emergent situations, security staff/supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the Institute. Guards/Supervisors should be sensitized for the in role in such situations.
18. The Security Supervisor/Guards are required to display mature behavior, especially towards female staff and female visitors.
19. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
20. Any other provisions as advised by the Institute may be incorporated in the agreement. The same shall also be binding on the contractor.

Shail Educational and Welfare Society

TECHNICAL BID

(To be submitted with EMD and attached with the tender document)

Sl No.	Description	Indicate Page Number(PN) if
A	1) Please read carefully the terms and conditions with respect to a) the scope of work, b) Company's representations and warranties, c) Company's covenants, d) Payment & Rate Revisions, e) Termination, f) Post termination responsibility of the Company, g) Non-exclusive and	
B	Please Ensure the following documents are enclosed, Tick Yes or No against each column:	
	1) EMD of Rs.	Yes PN: No
	2) Proof of registration (photocopy of registration certificate) of your organization at Central Govt./State Govt. of MP	
	3) Copies of Balance Sheet for last 3 years (2012-13, 2013-14 and 2014-15)	
	4) Copies of Profit and Loss Account for the last 3 years (2011-12, 2012-13 and 2013-14)	Yes PN: No
	5) An affidavit duly certified by a Notary that the Partners of the firm or sole Proprietor or Company has never been black listed or changed the name of the firm (in original).	Yes PN: No
	6) An affidavit duly certified by a Notary that the Partners of the firm or sole Proprietor or Company is/are not involved in any Police Case/ Vigilance enquiry pending or ever been punished by any Hon'ble Court (in Original).	Yes PN: No
	7) Copies of Audited statement for the last 3 years (2011-12, 2012-13 and 2013-14)	

8)	Status of your agency (Proprietorship or Partnership)	Yes	PN:	No	
9)	Copy of Registration certificate issued by Labour Department for engaging 200 employees Details of past experience in security services				
10)	Details of experience of working in the educational institutions, if any.	Yes	PN:	No	
11)	List of your clients Your preferred clients to be verified by us (Current Client List & Major Client List).	Yes	PN:	No	
12)	Certificate/details for the following fields:	Yes	PN:	No	

- | | |
|--|--|
| <ul style="list-style-type: none">a. Security personnel with training for handling fire-fighting equipmentb. Handling of dangerous and explosive materialsc. BDS and Disaster Managementd. Percentage of Ex-servicemane. Wireless operationf. Driving license light and heavyg. First aid trainingh. Details of wireless license issued by Govt. of Indiai. Bio-data of key officialsj. Tie-ups with other security agenciesk. Photocopy of ESI registration certificatel. Photocopy of EPF registration certificatem. Photocopy of Service Tax Registrationn. Photocopy of VAT registrationo. Photocopy of TAN/TDSp. Highlight the experience in handling CCTV, Access Control system, computers, Communication wireless equipment etc.q. Copies of IT returns for the past three years & PAN Card copyr. Details of infrastructures. Details of clients who are giving business for more than Rs. 10 lakhs per monthst. Details of your bankersu. Details of training facilities | |
|--|--|

	v. Details of Arms and Ammunitions w. Have you signed all the forms with your office seal	Yes	PN:	No
		Yes	PN:	No
		Yes	PN:	No

FORM-A

(To be put in a separate sealed envelope marked as EARNEST MONEY)

Details of Earnest Money

Bank Draft No. :

Name of Bank :

Dated :

Amount :

In favor of :

Payable at :

Dated:

Signature of the Contractor
or his authorized signatory
with Seal of the Agency/Company

UNDERTAKING 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 and all the requisite documents as per Annexure 2.1 are attached herewith.

Signature of the Tenderer with

Seal

Name:

Designation:

Address:

Phone No.

ANNEXURE-2.1**CHECK LIST OF DOCUMENTS SUBMITTED**

S.No	Documents to be submitted	Submitted	Not submit	Remarks
1	Copy of Registration of firms			
2	Copy of Registration certificate of			
3	Copy of Registration Certificate of			
4	Copy of Labour license/ Security Service License			
5	Copy of Income Tax Return for last 2 years			
6	Copy of Service Tax Registration			
7	Copy of ISO 9001-2008 Certificate			
8	Copy of PAN/TAN Card			
	List of clients indicating quantum of work executed with them			
9	Proof of experience			
10	Details of EMD deposited			
11	Details of Cost of bidding			
12	Copy of VAT clearance Certificate.			
13	Last 2 years audited statement from Chartered Accountant			
14	Rate quoted complies with the Minimum Wages Act of Govt. of India (State Govt.) with all other Statuary provisions all other statutory provisions.			

Note:-

- The **Security Guard** will be considered under the **Semi-skilled category**. Contractor shall provide uniformed and trained personnel and use its best endeavour to provide Security services to the Institute for providing safety, monitoring and surveillance. Rates quoted will include all statutory obligations of the contractor keeping in view the
Minimum Wages Act, Contract Labour (R&A) Act, Workman compensation Act, Payment of Gratuity Act, Professional Tale Act, Payment of Bonus Act, ESIC Act etc

The rate quoted will be for per shift per person per day. If the minimum wages is revised by the concerned Government through notification, the incremental wages, if applicable, will be provided as per prevailing rates.

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

3. The contract is initially for one year but extendable.

4. The number of manpower required shown above is indicative and the actual quantity may vary.

5. The bidders may quote the rates in Indian Rupees.

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

PROFORMA FOR FINANCIAL BID

1. Rates for the Manpower

MANPOWER	Wages Rate per day	No of personnel
1. General Security Guard		
2. Gun Man		
3. Supervisor		
4. Bouncer		
5. Any other services to be specified		

2. For ESI and PF levies, as applicable will be contributed against production of Electronic challan for having paid/ deposited the same, failing which it not be considered for payment.

It shall be Certified that the above quoted rate complies with minimum wages act and all the statutory provisions & rules as applicable. The GST or any other tax payable shall be quoted separately failing which the Rates quoted are treated as inclusive of all.

3. ADMINISTRATIVE CHARGES ARE TO BE QUOTED.

The details of amount proposed to be billed to the institute and the amount which will be paid to the security personnel by the Agency should be attached as per Appendix-1 (**the calculation sheet may be submitted for the existing rates**; wage per day the institute is paying for each category has been mentioned below each category which will be subsequently revised as per the minimum wages/DGR rates.)

TDS will be deducted by institute as per rates in force from time to time.

CHARGES	FIGURES	WORDS
ADMINISTRATIVE or SERVICE CHARGES (IN Percentage of Monthly CTC of Employees)		
COST OF UNIFORM, if any, to be claimed against Invoice (cost of uniform for quantities breakup to be attached separately)		

Note:

Having examined the Tender documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as required and outlined in the Tender for Selection of Security Services at your Group Institutes.

2. To meet such requirements and to provide services as set out in the tender document, we attach hereto our response as required by the tender document, which constitutes our proposal.

3. We undertake, if our proposal is accepted, to adhere to the terms and conditions put forward in the tender and the agreement to be entered with your Group Institutions. If our proposal is accepted, we will submit a Performance Bank Guarantee issued by a scheduled commercial bank in India for Rs 2.00 lakh as acceptable to your Group.

4. We agree for unconditional acceptance of all the terms and conditions set out in the tender document as also in the contract to be signed with Shail Group for provision of Security Services.

All applicable statutory payments shall be considered for reimbursement by the Institute against proof of deposit only.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules and other documents and instruments delivered or to be delivered to your Institutions are true, accurate and complete. This bid includes all information necessary to ensure that the statements therein do not in whole or in part mislead Institutes as to any material fact. & quot ; we understand that if any point of time it is notices/discovered by your Group of Institutes that as information given by us is false or incorrect or misleading Group of Institutes shall have the right to Take such necessary action as it may deem fit including cancellation of contract.

It is hereby confirmed that I/we are entitled to act on behalf of our corporation/company/Firm/organization and empowered to sign this Document as well as such other documents, which may be required in this connection.

**SIGNATURE OF THE CONTRACTOR
OR HIS AUTHORIZED SIGNATORY**

DATE: