



राष्ट्रीय डिज़ाइन संस्थान  
National Institute of Design  
मध्यप्रदेश Madhya Pradesh

## **Notice Inviting E-Tender**

**For providing Security Services on outsourcing basis**

**at**

**National Institute of Design, Madhya Pradesh**

Tender Enquiry No. NIDMP/ Admn/ 04/ 2020

**National Institute of Design, Madhya Pradesh**

**(An Autonomous Institute under the DPIIT)**

**Ministry of Commerce & Industry, Government of India**

**Acharpura, Eint Khedi, Post Arwaliya, Bhopal (MP) – 462038**

**Website [www.nidmp.ac.in](http://www.nidmp.ac.in)**

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## NOTICE INVITING TENDER

**Subject: Notice Inviting E-Tender for providing security services on outsourcing basis at National Institute of Design, Madhya Pradesh**

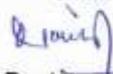
On behalf of Director, National Institute of Design, Madhya Pradesh (NID MP) online proposals (technical and Financial bids) are invited from experienced Contractors/ Firms for providing security services on outsourcing basis at National Institute of Design, Madhya Pradesh, Bhopal initially for a period of two year and extendable by one more year subject to satisfactory performance, as given in schedule of requirements of this tender.

### Schedule of Tender

Tender enquiry Number	NIDMP/ Admn/ 04/ 2020	
Date/ time of release of tender through e-procurement solution	04 .09.2020	5.00 PM
Last Date/ time of submission of queries/ observations, if any for clarification through e-mail to cao@nidmp.ac.in	25 .09.2020	10.00 AM
Date/ time of pre-bid meeting at National Institute of Design, Madhya Pradesh, Acharpura, Eint Khedi, Post Arwaliya, Bhopal (MP) – 462038	10 .09.2020	4.00 PM
Start date/ time of submission of online bid	04 .09.2020	6.00 PM
Last date/ time of downloading bid document	25 .09.2020	4.00 PM
Last date/ time of submission of online bid	25 .09.2020	4.00 PM
Date/ time of opening of Technical bid	25 .09.2020	4.30 PM
Date/ time of opening of Financial bid	Will be notified later	

1. Detailed Technical Specifications, Terms and Conditions, Scope of Work, various format and performa for submitting the proposal are described in this tender document and its Annexures. All further notifications/ amendments, if any shall be posted on [www.eprocure.gov.in](http://www.eprocure.gov.in) only. No separate communication shall be made with the Bidders.

2. If the date of opening of the Bid is declared as holiday, then the bids shall be opened on the next working day. For any query, please contact on email [cao@nidmp.ac.in](mailto:cao@nidmp.ac.in) or Phone No. 0755-6721007.

  
Registrar

## SECTION - 1

### **INSTRUCTIONS TO BIDDERS**

1. E-tenders are invited to be uploaded on [www.eprocure.gov.in](http://www.eprocure.gov.in) in two parts: (i) Technical Bid and (ii) Financial Bid for providing Security Services at the National Institute of Design, Madhya Pradesh, from eligible Bidders having experience of similar work and fulfilling other requirements as per eligibility criterion stipulated in the tender document. The Bidder shall be responsible to provide Security Services at Bhopal campus of NID MP. The Contractor may also be required to safe Guard any other campus/ land of NID MP.
2. Bids are invited from reputed & registered Security Agencies for engaging security Guards, to be deployed in three shifts of eight hours each, having valid registration issued by competent authority to run the security agency business in Madhya Pradesh.
3. All Male Supervisors should be ex-servicemen (ESM). The Firm should submit documentary proof in support. Female Supervisor will not be ESM, but adequately trained.
4. Bidders are advised to study the tender document carefully before submitting the bid form. It will be presumed that the Bidder has considered and accepted all the terms and conditions of this tender. No enquiry, whatsoever verbal or written, shall be entertained in respect of acceptance/ rejection of the tender. Bids must be unconditional.
5. **Eligibility Criterion:**
  - (i) The Bidder must have experience of minimum 5 years of providing security services to Central/State Government/ Central Autonomous Bodies /Central Educational Organization Including IITs/IIMs/NITs /CFTIs/ PSUs.
  - (ii) The Bidder must have successfully completed minimum five contracts of providing security services (with at least 50 security Guards in each work) for minimum 1 year duration in last five years in Central /State Government/ Central Autonomous Bodies/Central Educational Organization including IITs/IIMs/NITs /CFTIs/PSUs. The Bidder should provide information about all similar work involving deployment of more than 50 security Guards (combined in all the shifts per day), carried out by the Firm in the last five years in the Technical Bid. A work satisfactory certificate from all those organizations/ employers shall be obtained in the format attached at Annexure III.

(iii) The Bidders must have a valid License for operating Security Service in Madhya Pradesh as per Private Security Agencies Act (PSARA) Rules 2005 and 2009. The Bidders must have a valid license under the Contract Labour (Regulation & Abolition) Act 1970.

(iv) The Bidder should have valid Permanent Account Number (PAN), GST Registration Number, Registration No. of the Agency/ Firm/company, EPF Registration Number, ESIC Registration No.

(v) The Bidder should have an average annual turnover of Rs 3 (three) crores in the last three years (2017-18, 2018-19 & 2019-20).

(vi) The Bidder must have minimum 3 (three) on-going similar contract of providing security services for value of Rs 2 crore annually in Central/ State Government/ Central Autonomous Bodies/Central Educational Organization Including IITs/IIMs/NITs/ CFTIs/ PSUs

(vii) The Bidder should have minimum 100 security guards on direct payroll at least for financial year 2019-20.

**Note**

- a) Experience prior to 1<sup>st</sup> April, 2015 and later than 31<sup>st</sup> March 2020 will not be considered as experience.
- b) "Similar work" means supply of manpower for providing security services. The Bidder must produce work done certificate from the clients. The work done certificate should mention the details of work executed, the value of work done, the date of commencement and date of completion of the work.

6. **An affidavit, in original**, duly certified by a Notary: (a) that the Partners of the Firm or sole proprietor or Company as the case may be, has never been black-listed by any organization and the name of the Firm or company has not been changed, (b) that there is no police case/vigilance enquiry pending against the Partners of the Firm or sole proprietor or Company as the case may be, and that he/ she/ it has never been punished by any Hon'ble Court; and (c) that there are 'no dues' pending for payment towards Income tax/GST as on the date of the affidavit.

7. **Producing Originals Documents for Verification:** All above concerned original documents should be produced for verification at any stage of tender process or as and when sought for, failing which the bids are liable for disqualification.

## **8. Bid Document**

(i) The process and procedures of bidding, the documents to be uploaded and the various terms and conditions of this tender are provided in the Bid Document. The Bid Documents include all documents which have been mentioned at the Index of this tender.

(ii) The Bidder should carefully read all the instructions, terms and conditions, specifications and various forms that are provided in the Bid Document. The tender may be rejected if any or all of the information asked for in this document are not furnished along with the tender or if the tender is not responsive with the Bid Document.

## **9. Submission of Bid**

(i) Both Technical and Financial Bid are to be uploaded concurrently duly digitally signed on the Government's Public Procurement Portal 'www.eprocure.gov.in'.

(ii) The online bids (complete in all respect) must be uploaded online in two documents; (Technical bid and Financial bid) on the prescribed format.

(iii) The Bidders shall have a valid digital signature certificate for participation in the online tender process. The cost of digital signatures, if any, will be borne by respective Bidders.

(iv) All other documents as per requirement of Technical Bid shall be uploaded online through portal website 'www.eprocure.gov.in'. The Bidder shall bear all costs associated with the preparation of his/ her/ its tender document including cost of any clarifications, required by NID MP.

(v) When deemed necessary, NID MP may seek clarification on any aspect from the Bidders. However, that would not entitle the Bidder to change or cause any change in the price quoted. NID MP may, if so required, ask the Bidder to give presentation for the purpose of clarification on the tender. All expenses for this purpose as also for preparation of documents and other meetings will be borne by the Bidder.

(vi) NID MP will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.

(vii) A tender determined as not substantially responsive will be rejected by NID MP and may not subsequently be made responsive by the Bidder by rectifying the non-conformity.

(viii) NID MP may waive off any minor infirmity or non-conformity in the tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of other Bidders. The decision of NID MP in this regard will however be final and binding.

(ix) Bidder shall not be permitted to withdraw his/ her/ its offer or modify the terms and conditions thereof after acceptance of tender. In case the Bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rate, the aforesaid amount of Earnest Money and Security Deposit, will be forfeited by the Institute. Besides this, the Bidder will also liable to be debarred/ blacklisted from participating in the tendering process of NID MP in future or fined.

(x) Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Bidders who resort to canvassing in any form or try to influence the process either directly or indirectly shall be liable for rejection by NID MP.

(xi) Tender containing any condition leading to unknown/ indefinite liability is liable to be summarily rejected.

(xii) Any modification/ corrigendum issued with regard to this tender document shall be uploaded on 'www.eprocure.gov.in' and Institute's website only. Bidders are, therefore, requested to visit these websites regularly till the last stipulated date of submission of the tender for ascertaining any modification/ corrigendum issued in this regard.

(xiii) The tender bid and copies of certificates uploaded by the Bidder in pdf form should be duly signed at the given places, together with initials on every page by the authorized person of the Bidder. Initial/ signature will indicate the acceptance of the tender document by the Bidder.

(xiv) No changes will be made in the tender document by the Bidders except filling-up details mentioned in the formats meant for Technical, its Annexures and Financial Bid, its Annexures. In case any change is made in the content of the formats, except filling-up details, it shall be treated as unauthorized and such tender will stand automatically disqualified.

**10. Amendment of Bid Documents:** At any time, prior to the last date of submission of Bids, NID MP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

**11. Estimated cost of work:** Total estimated cost of the Tender is Rs. 1,80,00,000/- (Rupees one crore eighty lakhs only) per annum including **statutory taxes viz GST and**

**Bonus amount. This estimated cost of services is purely tentative in nature and will depend on the actual requirement of security services at the discretion of the Institute.**

**12. Earnest Money Deposit (EMD)**

(i) EMD of Rs. 4,00,000/- (Rupees four lakhs only) is a must and should be submitted along with physical copy of the tender. The EMD is to be furnished only in the form of DD/ Banker's cheque/ Pay Order from any schedule bank drawn in favour of "**National Institute of Design**" payable at Bhopal. EMD in any other form will not be accepted as valid EMD. In respect of the successful bidder, this EMD will be returned on receipt of Security Deposit. EMD submitted by other bidders will be returned after finalization of the contract. Tenders received without valid EMD stand automatically rejected.

(ii) Only Bidders with valid NSIC registration for supplying manpower for security services are exempted from payment of EMD. No other Firm can be exempted from payment of EMD.

**13. The EMD Will Be Forfeited:**

(i) If a Bidder withdraws its bid during the period of bid validity; or

(ii) If the Bidder fails to accept NID MP's corrections of arithmetic errors in the Bidder's bid (if any); or

(iii) If the Contractor fails to sign the contract agreement with NID MP; or

(iv) If the Contractor fails to furnish the Security Deposit within the stipulated time.

**14. Bid Prices:** The Bidder shall quote only the service charge in the BOQ (price bid) through financial bid module of CPP portal. The applicable GST shall be paid over and above the Service charge.

**15. Bid Validity:** The bids shall remain valid for a period of **90 days** from the last date of submission.

**16. Only One Bid Per Party:** Each Bidder is permitted to submit ONLY ONE BID irrespective of whether he/ she/ it is the sole Bidder, or the Leader or Member of a duly formed JV or Consortium. In case it is found that any party has uploaded more than one bid for the subject work(s) in any of the above capacities, all bids so uploaded shall be summarily rejected and NID MP shall not entertain any further request/ correspondence in this matter.

- 17. Submission of Bids:** Both Technical and Financial Bid are to be submitted concurrently duly digitally signed on the Government's Public Procurement Portal 'www.eprocure.gov.in'. Please note that identical hard copy of only technical bid along with all supporting documents and EMD (DD/ Pay order) in a sealed envelope must be submitted at NID MP's address mentioned in this document on or before last date of submission of tender. Original bids received after the date and time specified in this tender will not be accepted. Physical copy of the Financial Bid is NOT required to be submitted.
- 18. Visit of the Campus:** Bidders are advised to visit the NID MP campus premises and ascertain the nature and quantum of work before tendering.
- 19. In accordance with O.M. No. 29(1)/2014-PPD dated 28.01.2014 of Department of Expenditure, Ministry of Finance, bids quoting 'Nil' consideration/service charges shall be treated as unresponsive and will not be considered.**
- 20. The institute shall pay the amount of basic wages & VDA notified by the Chief Labour Commissioner, Ministry of Labour, Delhi on time to time. Besides, minimum wages, the institute shall also pay the EPF/ESIC and Bonus as applicable as per payment of Bonus (Amendment) Act 2015. The GST shall be paid there on along with service charges/commission quoted by the successful bidder on submission of challan of extant amount of the GST. For Ex-serviceman Supervisor, the Institute shall pay the rates as specified by DGR., for lady supervisor, minimum wages rates in highly skilled category shall be applicable.**
- 21. The Service charge shall inclusive of all consumables like uniform, Torch, and any other item. The Institute shall not pay any amount on account of consumable required for the services. Hence, Bidder are instructed to bid a appropriate % of service charges to accommodate all these expenditures.**
- 22. The service provider will not charge any placement charges or any other charges, what so ever, including charges for uniform from the manpower deployed in NID MP from the payment to be made to the outsourced staff as per quoted rates. The contract shall be liable to be terminated, with forfeiture of security deposit and the bidder will be blacklisted if, at any stage, reports are received that the bidder has charged the manpower on any account.**
- 23. The successful bidder shall pay the GST amount to the exchequer by quoting the institute GST number for claiming GST input credit of GST by the institute.**
- 24. The Successful bidder shall pay the wages on or before 7th of the month through online remittance/RTGS/Cheque in presence of authorized person of the institute.**
- 25. Any loss/damage/theft to the institute/individual property in institute campus due to the negligence of Security Services would be recovered from the bidder.**

**26. The shortcoming/deficiency in Security Services shall be taken seriously and would be intimated to bidder and fine of Rs 5,000/- per day shall be imposed. Even after the Servicing the notice, if it is observed that the firm is not improving its shortcoming/deficiency, the contract would be terminated on the cost of bidder and performance security would be forfeited also.**

27. The TDS as applicable shall be deducted from the bills of the Successful bidder.

**28. Opening of Financial of the Bid:** After Evaluation of Technical Bid, Financial Bid of only those Bidders, who satisfy all the eligibility criteria laid down in Technical Evaluation Sheet, will be opened. In case any document produced in support of eligibility criteria turns out to be not genuine, EMD stands automatically forfeited, whether before award of work or otherwise.

**29. Evaluation of tender:**

(i) The technical bid of the bidder shall be evaluated strictly as per the given criteria in Technical Evaluation Sheet. Marks shall be given for each criteria qualify with minimum requirement. Proforma has been prescribed (part of this NIT) and all the Bidders have to obtain Certificates from the Clients, separately for each of the contract. If no Certificate is produced, no marks will be assigned for technical Assessment.

(ii) The financial bid shall be opened for only those bidders who will secure minimum 60% of overall marks during evaluation of technical bids as per Technical Evaluation Sheet.

Final evaluation will be based on financial bid quoted by the bidders. The financial bid, of the bidders who will secure at least 60% marks in technical assessment, shall be opened. The Bidder who quotes the lowest service charges; subject to compliance with Minimum Wages, ESI and EPF contributions etc.; will be awarded with the contract. The bids that are not compliant with above provisions shall stand automatically disqualified.

(iii) In case two or more bidders quote equal offer, work will be awarded to the bidder who has secured highest marks in technical evaluation.

(iv) Quoting rates for all items/ services in the Financial Bid is mandatory, otherwise the bid will be rejected.

(v) **Quoting unduly lower rate of Service Charge:** The Contractor has to quote service charges that takes care of Uniforms, Supervision, all the statutory charges relating to this contract, etc.; and reasonable profit margin thereafter. The Institute has responsibilities as Principal Employer and would like to ensure that unduly lower rates of service charge will not lead to complaints from workers regarding delay in payment,

improper reduction in wages, seeking monetary return by the Contractor from the workers etc. thereby affecting the performance of the workers.

30. In case the tender opening date happens to be declared as a closed holiday, **the next date and timings will be notified through our website. However, the receiving date will remain same as the Bidders are required to submit their tenders on e-portal and send by post/ drop their sealed technical bids in box kept in Admin Branch.**

### **31. Performance Security**

Performance Security of 7.5% of the annual contract value will be deposited by the successful bidder within 15 days of award of contract. The Performance Security may be furnished in the form of DD/ Banker's cheque/ FDR /Bank Guarantee any schedule bank drawn in favour of **“National Institute of Design” payable at Bhopal.** The performance security must be valid till the end of three months from the completion of contractual obligation i.e. contract period plus three months.

32. The Director, NID MP reserves the right to:

- (i) Modify and/ or relax, any terms & conditions of this tender document before last date of submission of tenders to safeguard the Institute's interest.
- (ii) Cancel the tender process without assigning any reason whatsoever, at any stage, in case of any change in requirement.
- (iii) Reject any or all the tenders without assigning any reason whatsoever;
- (iv) Not bind himself/ herself to accept the lowest or any tender; and
- (v) Accept the whole or any part of the tender and the Bidder shall be bound to perform the same at the rates quoted.
- (vi) Award the work to more than one Bidder.
- (vii) Disqualify the Bidder canvassing in connection with tender.
- (viii) Blacklist a Bidder for a suitable period in case the Bidder fails to honour his/ her/ its bid after award of work without sufficient grounds.
- (ix) Alter the quantities specified in the bid in the event of changes in requirement. No Bidder will be allowed to change the Financial bid if NID MP decides to increase/ decrease the requirement.

33. The tender document is valid for a period of six months from the date of issue. If the

work order is not issued within this period, the process will have to start afresh.

**34. Failure to comply with these conditions renders the tender/ bid automatically disqualified.**

## **SECTION – 2**

### **SCOPE OF WORK**

**1. Name of Work:** Providing security services in Bhopal campus of the National Institute of Design, Madhya Pradesh. The Contractor may also be required to safeguard any other campus/ land of NID MP.

**2. At present the institute's requirement is 36 guards and 4 supervisor (3 males Ex Serviceman and 1 female supervisor) without arms. The requirement of no. of guards may be increased or decreased at any time as per the discretion of the Institute.**

**3. Scope of Work:** The Contractor will be required to provide security services for the protection of property/ campus against theft, pilferage, fire etc. He/ she shall also be responsible for safety of manpower, guiding visitors to the concerned officials, regulating entry of unwanted visitors/ salesmen for maintaining office decorum, and maintenance of visitor register. Further, the duties will include:

- (i) Complete security to the life and property of the residents and the campus assets of the Institute.
- (ii) Safeguard against trespass and entry/exit of man and material management through gate(s).
- (iii) Security covers to various official functions organized by the campus community.
- (iv) Control of vehicular traffic.
- (v) Maintain vigil and undertake surveillance for control of untoward incidents, specially involving the outside elements.
- (vi) Control of stray cattle/dogs/other animals and canine menace.
- (vii) Pursuance of cases registered by the community with local police.
- (viii) Assist the Institute in maintenance of day-to-day discipline and smooth running of various activities.
- (ix) Timely intelligence inputs to the Institute administration.

- (x) Manpower for various ancillary services such as, maintaining the buildings that may be assigned from time to time, providing various staff for secretarial and other works of general and special nature associated with security issues.
- (xi) Help to students and community members in case of emergent situations to shift the injured/patients to hospitals and extend emergency services of this kind.
- (xii) Fire and hazard management including Fire prevention, fire fighting and disaster response.
- (xiii) All aspects of vigilance and securities as deemed necessary for the safety and well-being of the Campus which are not concerned in an exhaustive manner in the document.
- (xiv) Telephone and wireless communication for security network.
- (xv) Snake and reptiles menace management.
- (xvi) Monitoring of Ambulance, bus and various mini vehicles hired by the Institute under transport wing.
- (xvii) Maintenance of key and attendance control room.
- (xviii) The agency will bear overall responsibility for maintaining peace and tranquility on the campus. It has to ensure a theft and incident free campus from law and order point of view including providing intelligence on ragging and eve teasing to the Administration.
- (xix) To regulate the entry and exit of persons and vehicles.
- (xx) Round the clock patrolling of the campus.
- (xxi) Checking of gate passes and allowing the exit of material accordingly.
- (xxii) Enable and disable entry/ exit into rooms, buildings and premises as per the laid down instructions.
- (xxiii) Maintain Diary to note all important events/ happenings/ information received/ passed to the management.
- (xxiv) Responsible to prevent thefts of easily movable items such as Office Documents, IT Equipment, Projectors, Fire Extinguishers, Bathrooms Fittings, ACs, Fans, Furniture Items, Telephone Instruments etc and other property and to keep record of every entry/exit of institute property.
- (xxv) Ensure that all the electrical equipments/ instruments/ lights and fans are switched off at the time of closure of rooms.
- (xxvi) To attend telephone calls after office hours and guide the callers accordingly.

4. Whenever additional manpower is required, the Contractor will have to arrange it on the applicable wage rates, and service charges etc. as quoted by him/ her in the tender.

5. In the beginning, One (01) Male Supervisor + Eight (08) Male Guards + Four (04) Female Guards will be deployed per shift. One (01) Female Guard Supervisor will be deployed in the general shift. However, this number may be increased or decreased any

time. Also, the guards in a particular shift may be increased or decreased as per requirements of the Institute.

### **SECTION – 3**

#### **GENERAL CONDITIONS OF THE CONTRACT**

1. **Interpretation:** In construing the contract documents, Notice Inviting Tender, Articles of Agreement, Scope of Work, General Conditions of Contract, Special Conditions of Contract and Financial Bid, the words given below shall have the meaning herein assigned to these except where the subject or context otherwise requires. This contract shall comprise all that is contained in the agreement and including those to which reference is made herein:

(i) **Employer:** shall mean National Institute of Design, Madhya Pradesh through its Director or any officer authorized by the Director for the purpose and shall include its successors and assignees.

(ii) **Work or Works:** shall mean all work or works defined in schedule of quantities, specifications and such other work or works as the Contractor may be entrusted with for carrying out under this contract.

(iii) **Officer-In-Charge:** shall mean the Officer designated by the Employer to superintend and perform other duties as indicated in the contract.

(iv) **Contractor:** shall mean the Individual or Firm or Company, whether incorporated or not, undertaking the work and shall include the legal personal representative or such individual or the persons composing such Firm or Company or the successors of such Firm or Company or heirs, executors, administrators and the permitted assignees of such Individual or Firm or Company.

(v) **Site:** shall mean the site of the contract work including any buildings and installations thereon and any other land adjoining thereto (inclusive) as aforesaid allotted by the Employer or the Officer-in-Charge for the Contractor's use.

(vi) **Compensation:** shall mean all sums payable by way of compensation under any of the conditions and shall be considered as reasonable compensation without reference

to the actual loss or damage sustained, and whether or not any damage shall have been sustained. Words imputing persons include Firms and Corporations, words imputing the singular only also include the plural and vice-versa where the context so requires. The headings are given to the clauses for convenience and will not limit the meaning or scope of the clauses in any way.

**2. Inspection of Site:** Before tendering, the Bidder shall inspect the site to fully acquaint himself/ herself with the condition with regard to accessibility of site, nature and extent of site, working conditions, conditions with respect to site and locality, conditions affecting accommodation and movement of staff or any other conditions etc. for the satisfactory execution of the work.

**3. Sufficiency of Tender:** The Bidder shall be deemed to have satisfied himself/ herself before tendering as to the correctness and sufficiency of the tender for the work and of the rates and prices quoted in the schedule of quantities, which rates and prices shall, except as otherwise provided cover all obligations under the contract and all matters and things necessary for the proper execution of the work.

**4. Opening of Financial Bids:** Financial bids of only those Bidders will be opened who are found meeting all the requirements as per the Technical Bid and secure the minimum marks during evaluation of technical bid as decided by the Institute.

**5. Rates in Figures and Words:** The Bidder shall quote rates both in figures and words and shall work out the amount for each item of work. On checking, if it is found that there is difference between the rates quoted in figures and in words or in the amount worked out, the following procedure shall be followed:

(i) When there is a difference between the rate in figures and in words, the rate which corresponds to the amount worked out shall be taken as correct.

(ii) When the amount of an item is not worked out or it does not correspond with the rate written either in figures or in words, the rate quoted in words shall be taken as correct.

(iii) When the rate quoted by the Bidder in figures and in words tallies but the amount does not correspond with the rate, the rate shall be taken as correct.

(iv) When no rate has been quoted for an item, leaving space for quoting rates in figures, words and amount blank, it will be considered that the Bidder has included cost of this item in other items and rate for such item will be considered as zero and work will be required to be executed accordingly.

**6. Refund/ Adjustment of Earnest Money:** The earnest money of the unsuccessful Bidders will be refunded after award of the contract. The Earnest Money of the successful Bidder will be adjusted against Security Deposit, if the Bidder so wishes. Otherwise the EMD will be returned after receipt of Security Deposit.

**7. Performance Security Deposit:** The successful Bidder will be required to submit a Security Deposit equivalent to 7.5% of the contract value by way of Demand Draft/ Fixed Deposit Receipt (FDR)/ Bank-Guarantee from a nationalized Bank in favour of "**National Institute of Design**", payable at Bhopal which will be valid for 3 months beyond the contract period. Demand Draft/ Bank Guarantee/ FDR will be required to be furnished within two weeks from the date of award of contract, failing which the work award order is liable to be cancelled.

**8. Assignment or Sub Letting or Change in Firm's Constitution:** The contract shall not be assigned or sublet without the written permission of the Employer, and if the Contractor shall assign or sub-let his contract or attempts to do so or becomes insolvent or commences any insolvency proceedings or make any composition with his creditors or attempts to do so or if any employee or person of Employer's organization shall become in any way directly or indirectly interested in the contract or in the case the Contractor is a partnership firm and changes its constitution without the written permission of the Employer or in the case the Contractor is an individual or Hindu Undivided Family business concern and enters into any partnership agreement, without written permission of the Employer and/or this partnership agreement would have the right to carry out the work undertaken by the Contractor, the Employer shall have powers to take action as per the Conditions of Contract.

**9. Audit and Technical Examination:** The Employer shall have the right to cause audit and examination of the work and the final bill including all supporting vouchers, abstract etc., to be made after payment of the final bill and if as a result of such audit and examination any sum is found to have been overpaid in respect of any work done or any work claimed to have been done but found not to have been done, the Contractor, shall be liable to refund the amount of over-payment and it shall be recovered from the security deposit or the sum already due or likely to become due or any other manner legally permissible and if it is found that the Contractor was paid less than what was due to be paid in respect of work executed by him/ her, the amount of such underpayment shall be duly paid by the Employer to the Contractor.

10. The Bidder shall specifically declare whether he is related to any official of NID MP. The Firm will immediately inform NID MP in the following cases:

- (i) If the Firm employs any relative of an NID MP employee.
- (ii) In cases of any potential conflict of interest with the Institute.

**11. Other Conditions:**

- (i) The tenders should be unconditional. Any tender with conditions will be summarily rejected.
- (ii) The Firm/ Company/ Agency submitting the tender would be presumed to have read, understood and accepted all the terms & conditions of this tender.
- (iii) Tenders which do not fulfill all or any of the above conditions or are incomplete in any respect are liable to be rejected.
- (iv) TDS/ Income tax etc. are to be deducted at source from the monthly claim/ bill of the Contractor, as admissible under the rules.
- (v) The Bidder should submit the proof of his/ her running office at Madhya Pradesh with telephone facility for the smooth functioning of the contract.
- (vi) The above contract shall be subject to the jurisdiction of Courts at Madhya Pradesh/ Bhopal.
- (vii) The manpower shall be deployed in 8 hours shifts on all 7 day a week basis. Weekly off shall be given to all staff. There shall be no over time deployment, failing which necessary deductions will be made from the monthly bills of the Contractor.
- (viii) The Contractor shall abide by all the provisions and rules of Private Security Agencies (Regulation) Act, 2005 and Madhya Pradesh Private Security Agencies (Regulation) Act, 2009. The Contractor shall have to submit the EPF account number, ESI Card and also the proof of having deposited that amount of contribution claimed by him/ her on account of ESI and EPF towards the manpower deployed at NID MP occupied buildings in their respective names to the Head Security, NID MP or any other official authorized by the Director, NID MP before submitting the second monthly bill onwards, failing which the amount claimed towards ESI and EPF contribution will be withheld till submission of the required documents.
- (ix) The proof of submission of the amount claimed towards ESI and EPF contribution into the Govt accounts of M-1 month will always be submitted with the bill of M month.
- (x) All letters posted to Contractor at the address given by him/ her/ it will be considered to have been delivered in time.

(xi) If it is observed at any stage that the quality of the work is not satisfactory, the contract/ work order as a whole may be terminated at one months' notice and Security deposit forfeited. The Contractor will have no claims whatsoever on the NID MP.

(xii) The Contractor will have to serve a notice of three months, if he/ she/ it wishes to terminate the contract.

**12. When Contract Can Be Determined:** Subject to other provisions contained in this clause, the Employer may, without prejudice to his any other rights or remedy against the Contractor in respect of any delay, inferior services, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

(i) If the Contractor having been given a notice in writing by the Employer to rectify, any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

(ii) If the Contractor without reasonable cause delays or suspends the execution of work or has failed to proceed with the work with due diligence so that in the opinion of the Employer (which shall be final and binding) he/ she will be unable to provide his/ her services in future.

(iii) If the Contractor persistently neglects to carry out his/ her obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract.

(iv) If the Contractor shall offer or give or agree to give to any person in National Institute of Design, Madhya Pradesh or to any other person on his/ her behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for National Institute of Design, Madhya Pradesh.

(v) If the Contractor enters into a contract with National Institute of Design, Madhya Pradesh in connection with which commission has been paid or agreed to be paid by him/ her or to his/ her knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Employer.

(vi) If the Contractor obtains a contract with National Institute of Design, Madhya Pradesh as a result of wrong tendering or other non-bonafide methods of competitive tendering or any other malpractice.

(vii) If the Contractor being an individual, or a Firm and any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his/ her estate made against him/ her or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his/ her creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his/ her estate or if a trust deed be executed by him/ her for benefit of his creditors.

(viii) If the Contractor being a company passes a resolution or the court makes an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

13. When the Contractor has made himself/ herself liable for action under any of the cases aforesaid, the Employer shall have powers:

(i) To determine the contract as aforesaid of which termination notice in writing to the Contractor under the hand of the Employer shall be conclusive evidence. Upon such determination, the earnest money deposit and security deposit under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Employer.

(ii) After giving notice to the Contractor to measure up the work and to take over unexecuted work out of his hand for its completion, the Contractor, whose contract is determined, shall not be allowed to participate in the tendering process for the balance work.

(iii) In the event of above courses being adopted by the Employer, the Contractor shall have no claim to compensation for any loss sustained by him/ her by reasons of his/ her having purchased or procured any manpower or materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Officer-In-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

## **SECTION – 4**

### **SPECIAL CONDITIONS OF CONTRACT**

#### **14. General Instructions:**

(i) The Security Agency shall have proper standards and procedures for recruitment of guards and supervisors as per PSARA 2005 section 10 and standard of physical fitness for security guards as per the Private Security Agencies Central Model Rules 2006 (PSACMR 2006). The Security Agency shall have a properly designed uniform. The Institute reserves the right to suggest modification if it deems fit, for the proper appearance and turnout of the guards.

(ii) The Security Agency shall have a regular system of training the Guards before mounting them on duty. The Security Agency shall have proper training facility and profession As per PSARA 2005. Security Agency will mount only trained guards and supervisors on duty. The Institute shall not pay any additional charges towards training or replacements of security personnel.

(iii) The Security Agency shall have a proper system of checking the guards on duty especially at night. Records of the same should be effectively maintained and shortcomings, if any, should be immediately rectified.

(iv) The Security Agency shall have resources to assist the principal employer (i.e. the Institute) in conducting Security Audits, Surveys, and Investigation etc. and shall also be able to render professional advice on matters relating to security, intelligence and surveillance, free of charge.

(v) The Contractor shall deploy experienced Ex-Servicemen (ESM) Male Guard Supervisors, One well-trained Female Guard Supervisor and trained Guards for performing the security duty at the Campus of NID MP. Retired staff of the Para Military Forces and Central Armed Police Forces may also be employed in the ESM category.

Ex-serviceman/ retired staff of Para Military Forces and Central Armed Police Forces should not be above the age of 60 years and trained Security Guards deployed should not be above the age of 45 years on the first day of any particular month.

(vi) The Contractor shall make security arrangements for proper protection of NID MP persons and property etc. The Contractor shall maintain Reception Offices of the Institute before and after office hours and on closed holidays.

(vii) The Male Guard Supervisors should be minimum of the rank of Havildar or equivalent. The Contractor should submit documentary proof in support including copy of service book before ex-serviceman Guard Supervisors are deployed on duty.

(viii) The Contractor shall maintain register for marking the attendance by Guards deployed by him/ her, which can be seen/ verified by an authorized officer of NID MP periodically. The Contractor shall deploy the required number of Guards in each shift or as may be decided by NID MP according to exigency of work.

(ix) The Contractor shall furnish necessary certificate about police verification of character and antecedents of all the Guards and Supervisors to be engaged for security duty. He/ She will also provide a complete list of the Guards to be deployed in this office indicating their names, father's name, local address, permanent home address, mobile number, Bank Account Number, ESI Number, EPF Number etc to NID MP. Any changes in the list will be immediately informed subsequently with all the above details.

(x) The Contractor shall issue photo-identity cards to his Guards deployed in the Campus for performing duty, which will be signed by him/ her and displayed by the Guards on their person while they are in the premises of NID MP.

(xi) The Guards on duty shall be rotated from one shift to another at proper frequency and the Contractor shall maintain a duty roster regarding deployment of Guards in each shift which can be seen by the Head, Security or an authorized official of NID MP periodically. The Contractor shall ensure that the Guards are not put on duty for more than the specified numbers of hours per day and week.

(xii) Terms of payment for wages etc, once decided at the time of the award of the contract and included in the agreement shall not be subject to revision except that payment on account of enhancement/ escalation charges on account of revision of wages by appropriate Govt. from time to time shall be payable by the NID MP to the Contractor.

(xiii) There shall be three shifts, i.e. (a) 6.00 a.m. to 2.00 p.m., (b) 2.00 p.m. to 10.00 p.m, and (c) 10.00 p.m. to 6.00 a.m. of the next day. Shift timings can be altered with

mutual consent. However, the Contractor shall provide complete and continuous security measures round the clock by changing Guards in rotation or replacement.

(xiv) The Contractor shall provide at his own cost to his security Guards on duty lathis (sticks) of adequate size, working torches, whistles etc. to enable them to perform their duties efficiently and effectively particularly during the night. The Contractor will ensure that the torches provided to security Guards on duty are always in perfect working condition.

(xv) The Contractor shall ensure the necessary periodical training for all guards & supervisors to tackle the emergent situations like fire/disaster/theft/hostage etc.

(xvi) The Contractor shall properly maintain and account for all the items of furniture, registers, etc. provided by NID MP.

15. The Contractor shall ensure the following:

(i) No property of NID MP premises of any kind is removed by any official/ private person without proper gate-pass issued by the Head Security or any authorized officials of NID MP. For this purpose, Branch/ Office/ Discipline in charge will be treated as authorized official.

(ii) Any loss/ damage to goods or property of NID MP due to negligence on the part of any Guards of the Contractor shall be made good by the Contractor within seven days from the date of its communication to him/ her. The Guards in each shift shall maintain a written record of check of all fixed assets/ costly items.

(iii) No report for any loss/ damage to property of NID MP shall be lodged with the police by the Contractor without written approval of the Director, NID MP.

(iv) The Contractor shall deploy security staff duly trained in fire-fighting or arrange for such training at his/ her expenses within 15 days from the date of award of contract or engagement of security staff. Mock exercises for disaster relief & recovery, man made crisis situations etc. shall also be arranged by him/ her periodically.

(v) The Contractor shall not deploy/ remove any Guards without getting permission from the Head Security, NID MP.

(vi) NID MP reserves the right to ask Contractor to change any Guard any time without assigning any reason and the Firm/ Company/ Agency is bound to provide a substitute within twenty four hours.

(vii) The Contractor should arrange for surprise checks (during day and night) to check the alertness and attentiveness of the security Guards.

16. The Contractor shall at their own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to NID MP and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; staff State Insurance Act; Workman`s Compensation Act, 1923; Payment of Wages Act, 1936; The staff Provident Fund (and Miscellaneous Provisions) Act 1952; The Payment of Bonus Act 1965; The Minimum Wages Act, 1948; Employer`s Liability Act, 1938; Employment of Children Act, 1938 and/or any other Rules/regulations and/or statutes that may be applicable to them and shall further keep the NID MP indemnified from all acts of omission, fault, breaches and/or any claim, demand; loss; injury and expense arising out from the non compliance of the aforesaid statutory provision. Contractor`s failure to fulfil any of the obligations here under and/or under the said Acts, rules/regulations and or any bye-laws or rules framed under or any of these, the NID MP shall be entitled to recover any of the such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the Contractor`s monthly payments.

17. Obligation/Compliance to be ensured by Contractor during the period of contract include:

<b>Sl. No.</b>	<b>Compliance</b>
a)	License for employing contract labour
b)	Compliance of minimum wages Act by payment of wages on 7th of every month through Bank and deposit proof to the Institute
c)	Compliance of provision of ESI &PF
d)	Ensure treatment in ESI hospital in case of accident/ injuries suffered in performance of work and compensation under ESI Act.
e)	Send Accident report to Regional Labour Commissioner (RLC) & ESI authorities
f)	Observance of working hours, weekly rest and overtime payment as per minimum wages Act-1948

18. No Guards will be permitted to use any part of the NID MP complex for residential purpose except in exceptional circumstances with the permission of the Registrar, NID MP.

19. Non-compliance with any of the conditions by Contractor will lead to termination of contract and forfeiture of the amount of security deposit as per decision of the authority.

20. Head Security, NID MP or any officer nominated by the Director will have the right to adopt any measures/ set-up system for ensuring proper performance of duty of Guards deployed by the Contractor, their being in proper uniforms, equipped with lathis, torches, whistles, punctuality etc.

21. The Contractor shall be required to sign an agreement on a non-judicial stamp paper of appropriate value for satisfactory performance of security services in NID MP campus at Acharpura, Eint Khedi, Post Arwaliya, Bhopal (MP) – 462038.

22. The payment of the security contract will be made on monthly basis on receipt of the Contractor's bill in duplicate, duly pre-receipted on revenue stamp and complete in all respect.

23. The security shall be provided on all seven days a week. The Contractor has to deploy alternate security Guard in place of a Guard, who is on weekly off.

24. NID MP will arrange to verify the attendance record of the Guards as maintained by the Contractor, daily or at regular intervals as convenient and certify to the correctness of the attendance to avoid any discrepancy in the monthly bills prepared.

25. If NID MP considers that the replacement of a particular person is essential, this will be done by the Contractor immediately on receipt of specific instructions of NID MP.

26. That during the tenancy of this contract, the Contractor will provide, free of any charge, written or verbal advice on improving security in the campus of NID MP from time to time and NID MP shall consider such advice for implementation or otherwise.

27. The Contractor will get its staff medically examined once in six months. The fitness certificate will be submitted once before commencement of the contract and thereafter, in the beginning of the seventh month.

35. The Contractor will submit proof of training provided to his/ her Guards, as per the PSARA norms, before commencement of the contract. Guidelines with respect to training laid down in the norms will be strictly followed.

36. The Contractor shall not charge any amount from the Guards for police verification, providing summer & winter uniforms, lathi & other material, medical examination, registering with ESI/ EPFO, making identity cards etc.

**37. Payment Conditions:**

(i) **The service provider will be responsible for making the payment of wages directly to its workers by 7th of each month from his/ her/ its own sources. The service provider will submit the bill for the particular month along with wage-sheet duly authenticated by the Head, Security of NID MP, EPF/ESIC/GST Challans for reimbursement which will be verified on the basis of actual amount disbursed/attendance/EPF/ESIC/GST payments etc.**

(ii) The Contractor shall make payment to the workers by depositing the payment towards the wages directly in their bank accounts and submit the bank details/ECS statement duly certified by the bank, to the office with the bill for verification. The bill shall also carry the duly certified copy of EPF/ESI and GST challans for the month. The claim bill shall be submitted to the Head Security of the Institute for certification for payment. The Head Security on the receipt of the bill will check the work record and thereafter accordingly certify the bill for payment.

(iii) The Contractor shall pay his/ her workers wages not less than the minimum wages fixed by the Govt. for the state of Madhya Pradesh and all other statutory dues like EPF, ESI, bonus etc. throughout the tenure of contract, in the presence of the Head Security, NID MP.

(iv) All bills should be submitted on printed forms, duly signed and pre-receipted in triplicate. Salary/ Wage slips of all workers/ Supervisor will be attached with the bill.

(v) The GST no. & Pan number must be printed on the bills of the firm. Also the GST number of the Institute shall be mentioned on the body of bill. The GST received from the institute shall be deposited to Govt. A/c immediately and filing of GST return with GST number of Institute as service receiver will be mandatory.

(vi) Payment will be made by the Institute to the Contractor on monthly basis on submission of bills in triplicate along with the attendance sheets and certificate of satisfactory performance of work from the concerned officer of the NID MP. A certificate to the effect that all Workers laws including EPF, ESIC payments etc are being followed; has to be furnished with proof along with the bill for payment.

(vii) TDS of Income Tax/GST and other statutory levies as applicable from time to time will be deducted from the bills of the Contractor as per Govt. rules.

(viii) The Contractor shall facilitate opening bank accounts of his/ her employees. Under no circumstances, payment of wages in cash shall be made. In case of availability of existing ESI and EPF accounts of the Guards, the same should be continued by the Contractor and new accounts should not be opened.

38. The Contractor shall be responsible for proper maintenance of decorum, punctuality/ discipline and work output. The Guards so deployed should be in a proper and one colour neat and clean well-dressed summer/ winter uniform. The choice of colour of the uniform will be decided in consultation with NID MP.

39. **Uniform and Liveries etc.:** The service provider shall provide proper uniform including boots/shoes, belt, badge, whistle, caps, canes/sticks, torch, jersey (woollen sweaters), rain coat, face mask, hand gloves and other minor equipments/consumables, necessary to discharge duty satisfactorily, etc. to each deployed personnel in NID MP campus at its own cost and expenses.

The cost of the above items shall not be recovered from the guards in any form. The Institute will ensure the compliance of above instructions rigorously. The service charge should be quoted in a manner to cover up the cost of above items along with the appropriate profit margin.

#### **40. Duties:**

##### **Guards**

Besides the specific scope of work mentioned in Chapter-2, the Guards will also observe the following basic tasks:-

- (i) They shall perform access control at the Institute/ building entrance.
- (ii) They should be polite, sympathetic, courteous and honest under all circumstances.
- (iii) They shall perform their duties with patience and will give no room for complaint.
- (iv) They shall be responsible for the security of the area under their charge and will be answerable to the NID MP for any untoward incident.
- (v) They shall be responsible to protect the NID MP property or assets.
- (vi) They shall immediately report to the Guard Supervisor regarding any unusual or suspicious person or activities.
- (vii) They shall attend the inquiry phone installed at Reception and Main Entry Gate after the office hours and holidays.
- (viii) They should look after the biometric attendance system and be responsible of its correct usage and safe custody.

- (ix) They shall properly handover/ takeover their charge on change of shift and immediately inform the Guard Supervisor in case of any discrepancy is noticed.
- (x) They shall not permit the visitors to unnecessarily roam around in the Campus.
- (xi) They shall perform watch and ward functions including night patrolling on the various points of deployment.
- (xii) They shall prevent the entry of stray dogs, cattle, antisocial elements, unauthorized persons and unauthorized vehicles into the buildings/ campus premises.

### **Guard Supervisor**

- (i) The Guard Supervisor on duty shall regularly supervise the Guards deployed at the main entry gate during his shift.
- (ii) He should keep a watch on the movements of Guards as well as visitors and vehicles.
- (iii) He will ensure that all the instructions laid down in the tender document and contract are strictly followed and there is no lapse of any kind.
- (iv) He will be mainly be stationed at the main gate. But, during the course of his duty, he will take round of the entire campus.
- (v) He shall immediately report to the Head Security, NID MP regarding any incident/ accident or unusual activity.
- (vi) He will maintain an Incident Register and put that up daily to the Head Security, NID MP.

### **41. Arbitration:**

- (i) In the event of any question, dispute/differences arising under this agreement or in connection herewith (except as to matters the decision of which is specifically provided under this agreement) the same shall be referred for the sole Arbitration to the Director, NID MP or his nominee. The award of the Arbitrator shall be final and binding on the parties. In the event of such Arbitrator, to whom the matter is originally referred to, being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director, NID MP shall appoint another person to act as Arbitrator in place of the outgoing Arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the state at which it was left by his predecessor.

(ii) The Arbitrator may from time to time, with the consent of all the parties, enlarge or extend the time for making (and publishing) the award. The Arbitrator may give interim award(s) and/or directions, as may be required subject to the aforesaid provisions of the the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from the time being in force shall be deemed to apply to the arbitration proceedings under the clause. The venue of the arbitration shall be Bhopal.

#### **42. Indemnification :**

(i) That the Contractor shall keep the NID MP indemnified against all claims whatsoever in respect of the manpower deployed by the Contractor. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor will be to contest the same. In case NID MP is made party and supposed to contest the case, the NID MP will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the Contractor to NID MP on demand. Further, the Contractor shall ensure that no financial or any other liability comes on NID MP in this respect of any nature whatsoever and shall keep NID MP indemnified in this respect.

(ii) The Contractor shall further keep the NID MP indemnified against any loss to the Institute's property and assets. The NID MP shall have further right to adjust and/or deduct any of the amount as aforesaid from the payments due to the Contractor under this contract.

(iii) Welfare of the staff including indemnifying them against cases of accident/ death etc while on duty or otherwise will be the responsibility of the Contractor. Claims, if any, will solely be settled by the Firm/ Company/ Agency.

#### **43. Penalties/ Liabilities:**

(i) The Contractor shall be responsible for the faithful compliance of the conditions of contract. Any breach or failure to perform may result in termination of the contract and the forfeiture of the security deposit.

(ii) If the Contractor violates any of the terms and conditions of the tender/ work order or commits any fault or the services are not to the entire satisfaction of the Head Security/ officer authorized by the Director, NID MP, a penalty of a Minimum 5% (maximum up to 10%) of the total amount of bill for a particular month shall be imposed.

#### **44. Force Majeure:**

(i) Bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is

caused by any reason or circumstances or occurrences beyond the control of the Bidder, i.e. Force Majeure.

(ii) For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the Bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake, natural calamity and fire, events not foreseeable but does not include the Bidder's fault or negligence or carelessness on the part of the Bidder, resulting in such a situation.

(iii) In the event of any such intervening Force Majeure, the Bidder shall notify NID in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by NID, the Bidder shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

(iv) In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, NID MP and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of NID MP shall be final and binding on the Bidder.

**45. Jurisdiction:** In the event of any dispute not resolved amicably or by arbitration, Bhopal shall be considered as the place of execution of this contract arrangement and only courts in Bhopal alone shall have jurisdiction in the matter.

**SECTION – 5**

**ARTICLES OF AGREEMENT**

ARTICLES OF AGREEMENT MADE ON, -----day of  
.....between National Institute of Design, Madhya Pradesh, Acharpura, Eint  
Khedi, Post Arwaliya, Bhopal (MP) – 462038 (hereinafter referred to as the Employer,  
which expression shall include its successors and assignees and authorized officers of  
the                   Institute)                   of                   the                   one                   part  
and.....

.....  
address.....  
....., (hereinafter referred to as Contractor which expression shall include his heirs,  
executors, administrators and permitted assignees) of the other part.

WHEREAS the Employer is desirous of getting the work of providing Security Services  
at campus of National Institute of Design, Madhya Pradesh and has caused general  
conditions, special conditions and schedule of quantities describing the work prepared.

AND WHEREAS the said general conditions, special conditions and the schedule of  
quantities and other documents have been signed by on behalf of the parties.

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES  
HERETO AS FOLLOWS:

1. The Contractor shall upon and subject to the conditions hereinafter contained  
execute and complete the work at the rates specified in the attached schedule of  
quantities and with such manpower & materials as are provided for and in accordance  
in all respects with the conditions, specifications and instructions in writing.

The contract will be for a period of **two years initially, from the date of signing of  
agreement, extendable for one more year after appraisal of services** with a trial  
period of 3 (three) months. If the services during the trial period are satisfactory, the  
contract will be continued for the remaining period of 21 (twenty one) months.

In case the services during the trial period are not satisfactory, the contract will be terminated at one month' notice. The NID MP may renew/extend the contract to such further period (s), as it may deem proper and in any case **not exceeding three years from the date of commencement of work**, having regard to the quality and manner of the Contractor's performance. However, it shall be with consent/ written request by the Contractor in this regard.

2. The Employer shall pay to the Contractor such sums as shall become payable at the time and in the manner specified in the said conditions.

3. This agreement contains the following documents in addition to articles of agreement.

- (i) Original tender documents.
- (ii) Other correspondence leading to the acceptance of tender.
- (iii) Letter of acceptance of tender.

4. Upon breach by the Contractor of any of the conditions of the agreement, the Employer may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the NID MP to claim damages for antecedent breaches thereof on the part of the Contractor and also to reasonable compensation for the loss occasioned by the failure of the Contractor to fulfill the agreement as certified in writing by the Employer, which certificate shall be conclusive evidence of the amount of such compensation payable by the Contractor to the NID MP.

5. Upon the determination of this agreement whether by effluxion of time or otherwise, the security deposit shall after the expiration of two months from the date of such determination be returned to the Contractor but without interest and after deducting there from any sum due by the Contractor to the Government under the terms and conditions of this agreement.

6. The Employer may give notices in connection with the Contract. In consideration of the payments to be made by the NID MP, the Contractor hereby covenants with the NID MP to provide the Services and to remedy defects therein conformity in all respects with the provisions of the Contract.

7. If subject to circumstances beyond control (Force Majeure) the Contractor fails to deliver the services in accordance with the conditions mentioned in the tender, the Employer shall be entitled to render services from else other organization after giving due notice to the Contractor on the amount and at the risk of the Contractor without

canceling the Contract in respect of the consignment not yet due for delivery, or to cancel the Contract.

8. In the event of action to be taken, the Contractor shall be liable for any losses, which the Employer, may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note within the stipulated period for the purpose.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of duly authorized representatives on the day, month and year first before written.

Signed:

For and on behalf of  
National Institute of Design, Madhya Pradesh  
.....  
Authorised Signatory

Witness 1 .....

Witness 2 .....

For and on behalf of  
M/s .....  
Authorised Signatory

Witness 1 .....

Witness 2 .....

## SECTION – 6

### TECHNICAL BID PROFORMA

Sr. No.	Documentary Proof (Self attested)	Details	Page No.
i.	1- Name of the Bidder 2- Type of Bidder (Proprietary Firm/Company/LLP/Partnership Firm) 3- Complete Address  4- Telephone number 5- Official Email id of the Bidder 6- Mobile number of the owner		
ii.	Proof of incorporation/ inception of the Firm/ Company/ Agency	[Upload the document & refer here]	
iii.	Details of infrastructure, persons employed, and number of offices/branches available	[Upload the document & refer here]	
iv.	Copy of license obtained under The Private Security Agencies (Regulation) Act, 2005	[Upload the document & refer here]	
v.	Copy of Registration certificate/licence for manpower supply to act as Private Security Agency	[Upload the document & refer here]	
vi.	Copy of EPF registration	[Upload the document & refer here]	
vii.	Copy of ESIC registration	[Upload the document & refer here]	
viii.	Copy of PAN Card	[Upload the document & refer here]	

ix.	GST registration number with copy of certificate	[Upload the document & refer here]	
x.	Copy of registration with the Labour Commissioner under Contract Labour (Regulation & Abolition) Act 1970	[Upload the document & refer here]	
xi.	Documents related to average turnover of minimum Rs 3 crore per year {Copies of IT Returns/ Audited accounts statement of the last three years (2017-18, 2018-19, 2019-20)}	[Upload the document & refer here]	
xii.	Documents showing years of experience in providing security services Business to Central/ State Government/ Central Autonomous Bodies/Central Educational Organization Including IITs/IIMs/NITs /CFTIs/ PSUs	[Upload the document & refer here]	
xiii.	Documents showing number of successful contracts for minimum 1 year duration in providing Security Services in last five years with minimum 50 guards in PSUs/Central /State Government/ Central Autonomous Bodies/Central Educational Organization including IITs/IIMs/NITs /CFTIs	[Upload the document & refer here]	
xiv.	Certificates of satisfactory completion of all the works involving deployment of more than 50 security Guards, carried out by the Firm in the last five years (separate format of Annexure II for each contract)	[Upload the document & refer here]	
xv.	Documents showing minimum 100 number of guards on direct payroll of the service provider during F.Y. 2019-20	[Upload the document & refer here]	
xvi.	Documents showing number of on-going similar contract for value of Rs 2 crore annually in Central /State Government/ Central Autonomous Bodies/Central Educational Organization including IITs/IIMs/NITs /CFTIs/PSUs	[Upload the document & refer here]	

xvii.	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 and 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).	[Upload the document & refer here]	
xviii.	Details of Earnest Money Deposit	[Upload the document & refer here]	

Signature of the Bidder with seal and date

## TECHNICAL EVALUATION SHEET

(To be filled by the Bidder and Uploaded and submitted with Technical Bid)

Name of the Firm: .....

The Firm is required to submit the documents in support of each criteria for assessment by Tender Evaluation Committee of NID MP.

SL. No.	Description	Criteria for Marks	Minimum marks for Qualifying Technical Criteria	Maximum Marks
1.	Number of Years of experience in providing Security Services in Central/State Government/ Central Autonomous Bodies/Central Educational Organization Including IITs/IIMs/NITs /CFTIs/ PSUs	2 mark each year for first 5 year and 1 marks for every additional year of experience subject to maximum of 15 marks	10	15
2.	Registration under the Private Security Agency (Regulation) Act, 2005 with valid licence during the currency of contract	5 marks for valid certificate	5	5
3.	Registration under Contract Labour (Registration & Abolition) Act, 1970/ EPFO/ESIC/GST with valid licence during the currency of contract	5 marks for valid certificate	5	5
4.	Service provider having Registered/ Regional/ Branch offices in Bhopal.	5 Marks	--	5
5.	Number of successful contracts of minimum 1	2 marks for 1 contract each of	10	20

	year duration in providing Security Services in last five years with minimum 50 guards in PSUs/Central /State Government/ Central Autonomous Bodies/Central Educational Organization including IITs/IIMs/NITs /CFTIs as per Annexure II	minimum 1 year duration subject to maximum of 20 mark		
6.	Average turn-over of Rs 3.00 Crore during the preceding three years.	10 marks for minimum turnover and 2 mark each for additional 3 crore subject to maximum of 20 marks	10	20
7.	Minimum 100 number of guards on direct payroll of the service provider during F.Y. 2019-20	5 marks for minimum number of 100 guards and 1 mark each for additional 20 guards subject to maximum of 10 marks	5	10
8.	Number of on-going similar contract for value of Rs 2 crore annually in Central/ State Government/ Central Autonomous Bodies/Central Educational Organization Including IITs/IIMs/NITs/ CFTIs/ PSUs	2 marks for each ongoing contract and maximum of 20 marks	6	20
	<b>Total</b>			<b>100</b>

**Important: The financial bid for only those bidders shall be opened who will secure at least 60 marks in technical evaluation, with securing at least minimum marks in each category from 1 to 8, as per above given table.**

**Note:**

(i) For item No. 1 to 8, the Bidder will have to submit the documentary evidence for each criteria as per the Technical bid format, failing which no marks will be allotted to the bidder.

(ii) The Tender Evaluation Committee may visit/ enquire at the offices, where currently, the security services are being provided by the bidders and based on visit/ enquiry, performance of the Bidder may be assessed.

## ANNEXURE I

### FORMAT FOR PERFORMANCE CERTIFICATION

(Furnish this information for each individual work involving deployment of more than 50 Guards (combined in all the shifts per day) in the last five years, from the employer for whom the work was executed)

1. Name of the Contract and location

2. Agreement no. With date

a. Scope of Contract

b. Annual Contract Cost

c. Date of start

d. Period

e. Amount of compensation/penalty levied, if any

f. Performance Report

(i) Quality of service - Good / Satisfactory/ Unsatisfactory

(ii) Regular payment of wages to Guards - Good / Satisfactory/ Unsatisfactory

(ii) Adherence to Labour Laws (including ESI and EPF) - Good / Satisfactory/  
Unsatisfactory

(Signature of the Authorized Authority of the Organization)  
(Official Seal of the Organization)

Date:

**UNDERTAKING BY CONTRACTOR**

**(Attested by Notary on a stamp paper of Rs. 100)**

I/We hereby certify that:

1. Full manpower will be engaged on daily basis for the services sought under this contract on rotation basis (if required) as per given schedule or as per instructions issued by NID MP.
2. I/we have made the site visit in order to evaluate the level of services to be rendered and quoted accordingly.
3. I/We have read all the terms & conditions of the tender documents and by applying this tender, I/we hereby agree to all the conditions of the tender document/agreement.
4. I/We have specified the number of persons to be engaged daily (man-power) to execute all the works as mentioned above at NID MP.
5. I/We agree that the payment will not be made by NID MP for any duties not performed.
6. I/We agree to pay minimum wages, EPF, ESI, bonus, and other statutory payments on or before 7th day of every month without any unauthorized deduction, in whatsoever name. Further, I/We agree to submit proof of payment of wages i.e. ECS statement and challans, ESI and EPF contributions for the previous month along with the bill.
7. We further undertake to abide by all the provisions of law, enactments, notifications and circulars issued by the competent authorities. We shall keep the Institute fully indemnified and continue to keep the Institute indemnified for all the consequences arising out of our non-compliance of the provisions of law.
8. Substitute Guards/ Supervisor will be made available as and when required. Extra Guards if any, called during conference/meetings etc will be provided even at short notice.
9. Two sets of Uniforms, Identity Card, and one pair of footwear will be issued to all the security Guards within 15 days of the start of work and it will be replaced as and

when required and all the expenditure will be borne by me/us. One sweater will be provided to security staff by 15<sup>th</sup> November. The uniform will be provided every year and the expenditure will be borne by me/us and no charges will be demanded/deducted from the wages of employees.

10. We shall protect the interest of the Institute in respect of this contract agreement as well as against the action of any of our employees.

11. It is certified that the Partners of the Firm or sole proprietor or Firm/ Agency/ Company as the case may be, has never been black listed by any of the Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings of the Government of India/ State Government and no criminal case is pending against the said Firm/ Agency/ Company as on the last date of filling of this tender.

12. There is no police case/vigilance enquiry pending against the Partners of the Firm or sole proprietor or Firm/ Agency/ Company as the case may be, and that he/ she/ it has never been punished by any Hon'ble Court.

13. There are 'no dues' pending for payment towards income tax as on the date of the affidavit against the Partners of the Firm or sole proprietor or Firm/ Agency/ Company as the case may be.

Bidder's Signature and seal

Date:

**LETTER OF CONSENT**

To,  
The Director  
National Institute of Design, Madhya Pradesh,  
Acharpura, Eint Khedi, Post Arwaliya,  
Bhopal (MP) – 462038

**Name of Work: Security Services on outsourcing basis at NID MP.**

Sir,

1. I/We understand the nature and quantum of work to be carried out. I/we have read the various conditions to tender including general conditions and hereby agree to abide by the said terms and conditions. I/We also agree to keep this tender open for acceptance for a period of 90 (ninety) days from the date fixed for opening the Technical Bid and in case the tender is withdrawn within the validity period or the contract if awarded is not accepted, I/We understand that my/our “Earnest Money Deposit” submitted along with the tender to NID MP will be liable for forfeiture. The rate quoted is firm and I/we will execute the work as per the rates quoted in the attached schedule and hereby bind myself/ourselves to carry out the work during the entire contract period as per the letter of acceptance of the tender/contract. I/We also hereby agree to abide by the rules and regulations of the NID MP, general conditions of the contract as amended from time to time and to carry out the work according to the conditions of the contract laid down by NID MP.

2. Earnest Money in the form of Demand Draft /Bank’s Pay Order drawn in favour of National Institute of Design from a Scheduled bank is attached with the tender papers. The full value of the Earnest Money shall stand forfeited without prejudice to any other right to remedies if:-

- (i) I /We do not execute the contract documents within 10 (Ten) days after getting information from NID MP, or
- (ii) I / We don’t commence work within fifteen days of getting information from NID MP.

3. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Bidder(s) with Stamp, Address:

Date:

-

**SECTION – 7**

**FORMAT of FINANCIAL BID**

(To be filled by the Bidder and Uploaded in Financial Bid {BOQ format})

Name of the Firm: .....

**Service Charges: -**

Description	In terms of Percentage on Grand Total amount per Month in the table above.	Equivalent amount in Rs.
Service Charges	(% In figures) .....	Rs (in figures) .....
	(% In words) .....	Rupees (in words) ..... .....

**Note:**

- (i) One rest-day per week will be excluded from the total number of days in a month to calculate working days. The maximum number of working days would be 26 days in a month.
- (ii) Rate of Basic Wages shall not be less than the rate notified in Memorandum/ Order cited above (and subsequent Memorandum/ Order).
- (iii) Separate rate or amount should not be quoted for uniform/ liveries and footwear failing which the tender stands automatically disqualified.
- (iv) **GST on service applicable will be reimbursed on actual basis.** Taxes, statutory levies, if applicable will be paid as per rules in force from time to time.
- (v) **Bonus:** The Bonus on minimum % will be reimbursed as per the Payment of Bonus (Amendment) Act 2015 issued by Govt. of India.
- (vi) Contractor's service charges should not be included in the bill of Bonus payment; NID MP will reimburse only the actual Bonus payment to the eligible Security staff and other outsourced workers.

Signature of the Bidder with Seal & Address

Date: