

# Indian Institute of Information Technology, Lucknow

Chak Ganjaria (C.G.) City, Lucknow – 226002, (U.P) – India भारतीय सूचना प्रौद्योगिकी संस्थान – लखनऊ चकगंजरिया (सी. जी.) सिटी , लखनऊ २२६००२ - उत्तर प्रदेश , भारत Web: <u>https://www.iiitl.ac.in</u> email: <u>contact@iiitl.ac.in</u>

## Tender No.: IIITL/TENDER /Security Services/2020 Date: 30/09/2020

# Notice Inviting Tender for providing Security Services at IIIT-Lucknow

# (Two Bid System)

IIIT Lucknow invites Sealed tender under Two Bid Systems (Technical & Financial) for award of Security Services covering the various buildings of the campus. Tenders are invited from experienced and registered security agency having a valid license under Contract Labour (Regulation and abolition). The service includes security covering various Buildings, Gates, Hostels (boys and girls), etc. The approximate requirements of security manpower are as follows:-a) Security Supervisor (01 Duty)

- b) Armed Guard (03 Duty)
- c) Normal Guard (15-21 Duty), Currently-8 Duty

Tenders should be submitted in the prescribed proforma with the Tender Processing Fee and Earnest Money Deposit in the form of Demand Draft.

Prospective Bidders are requested to submit the bids by speed post/courier with complete details of specifications, terms & conditions, etc. Bids should be in two separate sealed envelopes super scribed as "Technical Bid and Commercial Bid" respectively and placed in a single envelope with name of the tender, ref. number and closing date superscripted on the top of the envelope addressed to the Deputy Registrar, IIIT-Lucknow, Chak Ganjaria (C.G City), Lucknow upto 22/10/2020 till 11:00 A.M.. The detailed tender document is available on the Central Public Procurement Portal (CPPP) https://eprocure.gov.in/epublish/app and Institute Website https://www.iiitl.ac.in

1.	Place of Work/ Service	eIIIT-Lucknow Campus, Chak Ganjaria (C.G City),
	Provision	Lucknow -226002.
2.	Tender Processing Fee	Tender Processing Fee of Rs. 2360 (Two Thousand Three Hundred Sixty Only inclusive of GST @ 18%) is non refundable and shall be submitted in the form of Demand Draft issued by a Nationalized Bank, favoring "IIIT Lucknow, General Account" payable at "Lucknow".
3.	Earnest Money	Earnest Money Deposit (EMD) of Rs. 4,00,000/- (Rupees Four Lakh Only) is refundable and shall be submitted in the form of Demand Draft issued by a Nationalized/Scheduled Bank, favoring "IIIT Lucknow, General Account" payable at "Lucknow" or FDR/Bank Guarantee in the favour of IIIT Lucknow. (Those bidders who are registered under NSIC/MSME are exempted from submission of EMD).

Both the Demand Drafts i.e. Tender Processing Fee and E.M.D. shall be put in a separate sealed envelope super scribed as Tender Processing Fee and E.M.D. and put in the envelope containing

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Technical Bid. Bids submitted without Tender Processing Fee and E. M. D. are liable to be rejected.

The technical bid received in prescribed proforma will be opened in the presence of the bidders, or authorized representatives interested to be present, on 23/10/2020 at 11:30 A.M. The Financial bids of only eligible and technically qualified bidders will be opened after evaluation by the Technical Committee. Basic rate, taxes and other charges etc. must be quoted separately. Considering the urgency of the work, no requests for extending the deadline shall be considered.

# **Deputy Registrar**



# Indian Institute of Information Technology, Lucknow Chak Ganjaria (C.G.) City, Lucknow – 226002, (U.P) – India भारतीय सूचना प्रौद्योगिकी संस्थान – लखनऊ चकगंजरिया (सी. जी.) सिटी, लखनऊ २२६००२ - उत्तर प्रदेश, भारत Web: https://www.iiitl.ac.in email: contact@iiitl.ac.in

Tender No.: IIITL/TENDER /Security Services/2020 Date: 30/09/2020

## **GENERAL DIRECTIONS TO BIDDERS**

1. Tender document should be submitted in sealed tamper proof cover super-scribed with the name of the work i.e. "TENDER FOR PROVIDING SECURITY SERVICES AT INDIAN INSTITUTE OF INFORMATION TECHNOLOGY LUCKNOW FOR THE YEAR 2020-21". All pages of tender documents, conditions, corrigendum if any and drawings etc. shall bear the signature of the bidder at the lower right-hand corner. The tender document should bear the full signature of the bidder or if the bidder is partnership firm, then tender should bear the full signature of all the partners or the signature of the person holding power of attorney on behalf of the such bidder and in case the bidder is a Pvt. Ltd. or Public Ltd., Co. by any competent/ authorized person duly authorized by an official not below the rank of Director or Chief Executive or the Board. Any corrigendum or addendum will also form the part of the tender document and will have to be submitted by the bidder along with the tender document.

In case any clarification is required, the bidder may send the same by email to  $\frac{dr@iiitl.ac.in}{dr@iiitl.ac.in}$ . No Query/ Clarification shall be entertained from the prospective bidders after the pre-bid meeting. In any case, the bidder will be responsible to bind himself to the terms &conditions, corrigendum (if any), and specifications of the tender document once submitted by him.

The Bidders are required to submit two separate Bids i.e. – Technical bid and Price bid, as per prescribed proforma. The two Bids should be submitted in two separately sealed envelopes super scribed "Technical Bid for Security Services at IIIT Lucknow" and "Financial Bid for Security Services at IIIT Lucknow". Both the above said sealed envelopes should be put in a third envelope sealed and super scribed "Tender for Providing Security Services at Indian Institute of Information Technology Lucknow for the year 2020 - 21".

2. The envelope containing "Financial bid" shall contain only the price bid as per Appendix- X

a) The bidder should quote his offer in terms of percentage value of service charge. He should not quote his offer anywhere directly or indirectly in Technical Bid envelope. The tender shall be unconditional.

b) The Financial Bid Envelop will be opened only for those bidders who have qualified upon evaluation of their technical bids. The Financial Bids of those bidders who have not qualified upon evaluation of technical bid will not be returned.

c) In case of discrepancies between the rates written in words and rates written in figures, the rates written in words will be considered as final.

#### 3. Performance Bank Guarantee

- a. The Service Provider shall be required to furnish a Performance Bank Guarantee (P.B.G.) within 30 days for the date of issue of LOI/work order for an amount equal to 10% of order value which shall include all applicable taxes and duties in the office of Deputy Registrar, Chak Ganjaria (C.G City), Lucknow-226002. The performance guarantee bond to be furnished in the form of Bank Guarantee as per **Appendix-XI** of the tender documents, for an amount as mentioned in the tender document.
- b. If the bidder fails to submit the PBG to IIIT LUCKNOW within the stipulated time, IIIT LUCKNOW shall without prejudice to any other right or remedy be at a liberty to forfeit the Earnest Money deposited by such person absolutely or may, at its sole discretion, treat the bidder as having lost his eligibility for the award of the contract.
- c. The Performance Guarantee should be established in favour of "IIIT Lucknow" payable at Lucknow.
- d. Performance Guarantee Bond shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful bidder and the purchaser under the terms and conditions of acceptance to tender.
- e. The successful bidder is entirely responsible for due performance of the contract in all respects according to the speed, intent and meaning of the terms and conditions and specification and all other documents referred to in the acceptance of tender.
- f. The Performance Security as furnished by the Service Provider shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Service Provider under the agreement to be executed by and between the Institute and the Service Provider.
  - g. The proceeds of the PBG shall be payable to the IIIT LUCKNOW as compensation for any loss(es) incurred by IIIT LUCKNOW resulting from the failure of the Security Agency to meet out its obligations under the Contract. This shall be in addition to any other action/penalty taken by IIIT LUCKNOW for delays/default/failure on the part of the Security Agencies.
  - h. No interest will be allowed on the PBG from the date of its receipt until it is refunded.
- 4. The Price bids shall be inclusive of all applicable taxes, charges, incidental expenses and all other taxes and charges as may be applicable and are to be paid by the contractor for satisfactory completion of work and any claim for any extra payment on any such occasion shall not be entertained. It is explicitly made clear that even if the prices of material/labour goes up or for any reason (except in case of increase in minimum wages notified by the O/o Chief Labour Commissioner Central M/o Labour and Employment)the cost of the project work increases, the Institute shall not be liable to pay any additional sum to the contractor.

The bidders are hereby clarified that any change in wage rates, EPF, ESIC and statutory taxes etc. as notified by the Govt. from time to time shall be admissible to the Institute. GST is payable as per Govt. Norms and Service charges should not include applicable GST. Further, all other incidental expenses such as increase in the prices of material, stationery, accounting & administrative charges, training,

recruitment costs etc. are to be borne by the service provider and quoted service charges shall include inter-alia all the aforementioned charges.

- 5. Under no circumstances contractor will be entitled to claim enhanced rates for any item in this contract.
- 6. Deductions on account of Income tax, GST as applicable from time to time will be made from all bills whether running or final and certificate of deductions will be given to the contractor.
- 7. The entire work shall be carried out under the supervision of the staff/person employed/deputed by IIIT LUCKNOW.
- 8. The period of contract will be 1 year initially. The work order will be issued for one year and after reviewing the performance of the contractor and the work, it may be extended for aother year, at the sole discretion of IIIT LUCKNOW, subject to the satisfactory performance & mutual consent. The Rate/ Price quoted by the bidder must be inclusive of all taxes, duties and charges and shall be the same (including all other terms and conditions) till the completion of the Contract including the period of extension, if any.
- **9.** The bid for the work shall remain valid for a period of 120 days from the date of opening of tender. The Institute shall without prejudice to any other right or remedy, be at liberty to forfeit the EMD / Security Deposit, if any bidder/contractor:
  - (i) withdraws his offer before the aforesaid validity period, 'or'
  - (ii) Makes any modification in the terms and conditions of the tender, 'or'
  - (iii) Fails to commence the work within prescribed time, 'or'
  - (iv) Abandons the work before its completion.
- **10.** The IIIT LUCKNOW reserves the right to reject any or all the tenders without assigning any reason thereof and it is not binding on IIIT LUCKNOW to accept the lowest bid or any other bid.

#### 11. Eligibility Criteria

Bidder are required to submit duly filled & signed copy of Appendix-I for meeting the eligibility criteria. All the Documents in support of for meeting the eligibility criteria must be enclosed with the tender are to be self-attested by the authorized signatory. The bidder must possess ALL the mentioned qualification criterion. If the bidder does not possess even one of these, he may stand disqualified and his bid may not be taken up for evaluation. The details of services provided as mentioned above may be furnished in the Technical Bid.

With regard to the various proof/supporting documents produced by the bidders for establishing that they meet the various eligibility conditions, it shall be IIIT Lucknow's prerogative to decide whether the document produced is valid evidence or not and to call for additional proof, if required.

#### **12.** General Conditions

i. The Bid submitted will be evaluated based on the details of technical qualifications submitted by them under **Cover I** in the prescribed formats to ascertain whether the bidder is

technically qualified. The **Cover II** (Price Bid) of only those firms who technically qualified under **Cover I** will be opened.

ii. The Bids should be signed in all pages only by the duly authorized signatory (ies) of the entity. The person(s) authorized to sign the tender shall sign on all the pages of the tender and other documents which are required to be submitted.

# iii. The Bidder should submit a written power of attorney authorizing the signatory of the bidder to commit the tender if required.

iv. The bidder should furnish all details in the prescribed Proforma and as per the requirements set out in the tender documents under **Cover I.** Bids and tender documents should be complete in all respects and any incomplete tenders will be rejected.

#### 13. One Tender per Bidder

The Bidder who submits more than one tender will be disqualified.

#### 14. Cost of Tendering

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

#### 15. Site Visit

i. The bidder is advised to visit and inspect the site of the Services and its surroundings and obtain for himself on his own responsibility information that may be necessary for preparing the tender and entering into a contract for the execution of the Services. The costs of visiting the site shall be borne by the bidder. Permission, if required, to visit the site will be given during the tender period on application to:

The Deputy Registrar IIIT Lucknow Chak Ganjaria (C.G City) Lucknow-226002

- ii. The bidder and any of his representatives or agents will be granted permission by the IIIT LUCKNOW to enter the premises for the purpose of such inspection, but only upon the express condition that the bidder, his representatives and agents, will release and indemnify the IIIT LUCKNOW or its representatives from and against all liability in respect of such inspection and will also be responsible for death or personal injury, loss or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
- iii. It is the responsibility of the Bidder to visit the site and obtain all information necessary for the purpose of preparing Tenders. Bidder must inspect and fully satisfy themselves as to the requirements and extent of the services.

# 16. Content of Tender Documents

i. The tender documents contain the schedules stated below, and should be read in conjunction with any Addenda / Amendments published on the Institute Website/CPPP.

#### **Price Bid**

- a. Form of Tender
- b. Appendix to form of Tender
- c. Price Bid

The bidder shall examine carefully the contents of the tender documents. Failure to comply with the requirements of tender submission will render the tender liable for rejection. Tenders, which are not responsive to the requirements of the tender conditions, will be rejected.

# 17. Clarification of Tender Documents

A bidder requiring any clarification regarding the tender documents may notify in writing to the address mentioned in the tender or E-Mail to dr@iiitl.ac.in. IIIT LUCKNOW will not respond to any request for clarification after the date of Pre-Bid Meeting i.e. 14.10.2020 at 11.00 A.M.

#### 18. Amendment to Tender Documents

- i. At any time prior to the deadline for submission of tenders, the IIIT LUCKNOW may, for any reason, whether on its own initiative or in response to a clarification by a prospective bidder, modify the tender documents by issuing addenda.
- ii. Any amendments thus issued will be hosted on the website prior to the dates specified for submission of the bids. All the bidders who have downloaded the Bid Document shall verify if any such amendment /modifications have been issued before submitting their bid and shall take cognizance of and include such amendment(s) in their submission. In any case, the amendment(s) / modification(s) if any shall be binding on the Bidder. No separate notice / intimation of amendments/modifications will be sent to those who have downloaded the document from the web.
- iii. If any addendum is issued, reasonable time will be given to bidder to take addendum into account in preparing their tenders, and if required, the IIIT LUCKNOW may extend the deadline for submission of tenders.

# 19. Preparations and Submission of Tenders

# i. Language of Tender

The tender, and all correspondence and documents, related to the tender, exchange between the bidder and the IIIT LUCKNOW shall be written in the English language only. If the bidder along with their offer furnish any printed literature written in any other language, such documents shall be supplemented with their English translation also.

For the purpose of interpretation of the tender, the contents in the English translation version alone shall govern.

# **Cover I (Technical Bid)**

- a) Eligibility Criteria (Appendix-I)
- b) Technical Bid Evaluation (Appendix-II)
- c) Undertaking by the Bidder (Appendix-III)
- d) Affidavit (Appendix-IV)
- e) Details of all works of similar nature completed during the last three years ending 31st march 2020 (Appendix-V)
- f) Financial Information (Appendix-VI)
- g) Declaration (Appendix-VIII)
- h) Solvency certificate issued by nationalized bank for not less than 01 crore (Appendix-IX)
- i) All other documents in support of meeting the eligibility criteria.

The **Cover-I** shall be addressed to "The Deputy Registrar, Indian Institute of Information Technology Lucknow, Chak Ganjaria(C.G City), Lucknow- 226002 duly indicating the name of Service as "**Providing Security Service at Indian Institute of Information Technology Lucknow**" – **COVER- I** and sealed properly. Names and Addresses of the bidder shall also be written on the cover.

# **Cover II (Price Bid)**

a) The Cover II shall only contain the Price Bid (Appendix-X) duly filled in, signed and sealed.

b) The **Cover II** shall also be addressed to "The Deputy Registrar, Indian Institute of Information Technology Lucknow, Chak Ganjaria(C.G City), Lucknow- 226002 duly indicating the name of Service as "**Providing Security Service at Indian Institute of Information Technology Lucknow**" – **COVER-II** and sealed properly. Names and Addresses of the bidder shall also be written on the cover.

# Main Cover

Both the "Cover I" and "Cover II" shall be placed inside the main cover, which shall be addressed to "The Deputy Registrar, Indian Institute of Information Technology Lucknow, Chak Ganjaria(C.G City), Lucknow- 226002 duly indicating the name of Service as "Providing Security Service at Indian Institute of Information Technology Lucknow" and sealed properly.

# 20. Conditions stipulated by the bidder

The bidder shall note that no alternative or counter or qualifying tender conditions by the bidder will be acceptable. Tenders containing any qualifying conditions or even bidder's clarifications in any form will be treated as non-responsive and will run the risk of rejection.

# 21. Filling up of forms, completeness and mode of submission of tender

a. Tenders must be sent in a sealed cover superscripted "**Providing Security Service at Indian Institute of Information Technology Lucknow**" and addressed to "The Deputy Registrar, Indian Institute of Information Technology Lucknow, Chak Ganjaria(C.G City), Lucknow- 226002 so as to reach the office of the Deputy Registrar at IIIT LUCKNOW **not later than 11:00 A.M. on** 22.10.2020 **by speed post/Courier.** 

- b. The bidder shall submit all such documents required to be returned as per tender duly filled in along with their covering letters, data and other information so that the tender is complete in all respects.
- c. The tender shall be filled and signed only by the authorized individual/ firm/corporation.
- d. The Bill of Quantities/Rates shall be filled in either typed or written in indelible ink and shall be signed by the person or persons duly authorized to sign on behalf of the bidder.
- e. Bids sent by telex, fax and email shall not be accepted.

#### 22. Deadline for submission of tender

- a. Tenders must reach the Deputy Registrar's Office, Indian Institute of Information Technology Lucknow, Chak Ganjaria(C.G City), Lucknow- 226002 not later than 11:00 A.M. on 22.10.2020.
- b. The IIIT LUCKNOW may, at its sole discretion extend the deadline for submission of tenders by issuing an addendum, in which case all the rights and obligations of the Employer and the bidder previously subject to the original deadline will thereafter be subject to the new deadline as extended.

## 23. Late Tenders

Any tender received by the Deputy Registrar's Office, IIIT LUCKNOW after the deadline for submission of tenders will be rejected.

# 24. Tender Prices

- a. Items against which no rate or price is entered by the bidder will not be paid for and when executed, such items, shall be deemed to have been covered by the other rates and prices in the Bill of quantities. 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 IIIT LUCKNOW. 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 & EPF contributions, service charges, all kinds of taxes etc. which should be clearly stated by the contractor.
- b. The rate quoted shall be responsive and the same should be inclusive of all statutory obligations such as minimum wages, ESI, EPF Contributions, wages for leave reserve, service charges, all kinds of taxes etc. The offers of the prospective bidders which do not meet the statutory requirements of applicable minimum wages, ESI, EPF, Bonus etc are liable to be rejected.

# 25. Tender Validity

a. Tenders shall remain valid for the period of **120 days** from the last date for submission of tender.

b. In exceptional circumstances, prior to the expiry of the original tender validity period, the IIIT LUCKNOW may request the bidder to extend the period of validity for a specified additional period. The request and the response thereof shall be made in writing by email or post. A bidder agreeing to the request will not be required or permitted to modify his tender but will be required to extend the validity of his tender for the period of extension. In case a bidder is not agreeing to the request of the IIIT LUCKNOW for extension of validity of the tender, then his tender will not be processed further and the portions of his tender which have not been opened will be returned to them unopened as the case may be. The EMD paid by them will also be refunded to them as in the case of other unsuccessful bidder.

#### **26. TENDER OPENING AND EVALUATION**

- i. Tenders will be opened at the Deputy Registrar's Office, IIIT LUCKNOW at 11:30 hours on 23.10.2020 in the presence of the authorized representatives of all the bidders who have paid the EMD & Tender Processing Fee and are present at that time. Eligible bidder as above should send a letter of authorization containing the specimen signature (s) of their representative(s) who are deputed to be present at the time of opening of tenders. Representatives without the letter of authorization will not be permitted to witness the opening of the tender.
  - ii. The maximum number of representatives that a bidder can depute to witness the opening of the tender will be limited to one. The representative shall submit authorization letter authorizing him/her to attend the meeting, failing which he/she shall not be allowed.
- iii. The bidder or authorized representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of tender opening being declared as a holiday for the IIIT LUCKNOW, the tender shall be opened at the appointed time and location on the next working day.
- iv. On the day of opening, only the main covers and Cover I alone will be opened and read. Cover II will not be opened. The sealed cover II of all the bidder will be put in one cover and sealed in the presence of the bidder or their authorized representative who are present during the time of opening of Main cover. Cover –I offer of each bidder will be evaluated as per the eligibility criteria prescribed in the Tender Document. If the bidder fails to fulfill any one of the criteria as per tender, their Cover II shall not be opened.
- v. The information furnished by the bidder in Cover I in the prescribed format supplied by IIIT Lucknow will form the basis for the evaluation. In exceptional cases IIIT Lucknow or its representative reserves the right to obtain the clarifications from any of the bidder without vitiating the tendering process. If, in the opinion of the IIIT LUCKNOW, the servicing method and schedule supplied in support of the tender do not meet the requirements of the specifications or date of completion of the services, the tender may be determined as non responsive and may be rejected by the IIIT LUCKNOW. The marks will be awarded during the evaluation of Cover-1 documents as per the criteria laid down in this tender document for evaluation of Technical Bids. After satisfying that all / or some of the bidder have attained the minimum qualifying criteria as per tender document, a suitable date and time for opening of the Cover II will be fixed and those bidders who are qualified will be intimated about the opening of Cover -

II. At the time of opening, Cover - II will be opened in the presence of the representatives of the qualified bidder who choose to attend. The bidder's name, the tender prices, any

discounts offered on the tender prices and such other details as the IIIT LUCKNOW may consider appropriate will be read out at the time of opening.

- vi. After evaluating the price bids received under Cover II, the bidder who quoted the lowest (L-1) price, will be awarded the work. In case the financial bid of more than one agency is same as L1, then IIIT LUCKNOW will award the bid to that L1 bidder who scores the highest marks among the L1 bidders. In case the marks are also equal then the bidder with the highest turnover shall be considered for the award of bid.
- vii. It must be noted that the criteria to arrive at the L1 vendor shall be based on the service charges/price quoted in the Price Bid subject to fulfilling the minimum statutory requirements. The vendors are requested to go through the tender document thoroughly before quoting the prices. The price must be quoted strictly as per the format provided in the Price Bid. All rates are to be quoted for monthly expenses.
- viii. Price bid should be in the format enclosed with tender at ANNEXURE -VIII & IX (Financial Bid). As per Ministry of Finance vide its O.M No.29(1)/2014-PPD dated 28.1.2014, if a firm quotes NIL charges/ consideration the bid shall be treated as unresponsive and will not be considered.
  - ix. The Service Charges/Administrative Charges quoted by the bidder necessarily has to be over and above Zero Percent. Further zero percent includes all derivatives of zero up to 0.9999 and thereof. Any service charge not adhering to the above guidelines should be considered unresponsive and such bid should not be considered.

# 27. Influencing Prohibited

Any effort by a bidder to influence the employer during the processing of tenders or award decision will result in the rejection of his / their bid offered.

#### 28. IIIT LUCKNOW right to accept any tender and to reject any or all tenders.

The IIIT LUCKNOW reserves the right to accept or reject any tender / all tenders, and to annul the tendering process, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidder or any obligation to inform the affected bidder or bidder of the grounds for IIIT LUCKNOW's action.

#### 29. Refund of EMD

- i. The EMD will be refunded to all bidder other than the three lowest technically suitable bidder within three month from the date of opening of price bid (Cover II). The EMD of the two bidders other than the bidder whose offer is accepted will be refunded within a period of one month after finalization of the award of contract.
- ii. The EMD of the successful bidder will be refunded only after the submission of Performance Bank Guarantee.
- iii. Where a person whose tender has been received on behalf of IIIT LUCKNOW intimates that they are withdrawing their tender before the validity period or makes any modification in the terms and conditions of the tender which are not acceptable to IIIT LUCKNOW (or) fail to furnish the PBG within the prescribed time, IIIT LUCKNOW shall without

prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money deposited by such person absolutely.

- iv. No interest will be allowed on the Earnest Money from the date of its receipt until it is refunded.
- v. The cost of stamping the agreement must be borne by the successful bidder.
- vi.The IIIT LUCKNOW does not bind himself to recommend the acceptance of the lowest or any tender or to assign any reason for nonacceptance.

#### **30.** Commencement of the work

The work shall be deemed to have been commenced from the date on which the contractor takes over the site or the 7th day of instruction to start the work whichever is earlier and the period of contract is 12 Months from that date of commencement.

#### **31. Contract Agreement**

The bidder shall, if his tender is accepted, enter into and execute an agreement in the form prescribed when called upon to do so with such modifications as agreed upon prior to the date of acceptance of the tender and until the formal agreement is prepared and executed, this tender together with the written acceptance shall form a binding contract between the employer and the contractor and shall be the contract. All costs, charges and expenses including stamp duty in connection with the contract as well as preparation and completion of agreement shall be borne by the contractor.

# 32. Jurisdiction

The jurisdiction of all suits/proceedings arising out of this contract, arbitration matters shall be subjected to the jurisdiction of Lucknow.

#### **33. Scope of Work**

1. Plant, equipment and property of entire campus of IIIT Lucknow. The bidder is required to provide Security Guards to the desired places and is advised to visit on any working day between 10:00 hrs and 15:00 hrs except Sunday and government holidays and acquaint himself with the area and operational system. The cost of visiting shall be borne by the bidder. It shall be deemed that the contractor had undertaken a visit to the desired places and is aware of the operational conditions prior to the submission of the tender documents. The bidder or his authorized representative may meet Institute Officials for any clarification.

2. Contractor will render expert advice on regular basis for ensuring the protection of building office lab and property of campus.

3. The Security Agency will furnish the list of each and every person employed by him and directed to work at desired places/ campus with a copy or their latest photograph and relevant document mentioned in the tender document.

4. The Security Agency will issue detailed working instructions to their Security personnel, with prior approval of the Institute Security In-charge. This inter alia implies that each individual should know their roles and responsibilities.

5. Security Guards once posted to any of the Unit will not be shifted without the prior permission of the Institute Security in-charge. Similarly, any newly posted security Guard will be put on duty only after the clearance from the Institute Security In-charge.

6. The security personnel shall be trained in Fire Fighting by the contractor at his cost and should be aware of the location of Fire Extinguishers kept in IIIT Lucknow.

7. Roll call of all guards in the shift duties will be conducted at designated place (within the respective campus duty campus), who will report to the Duty Officer, Security of the concerned campus. Section Roll call will fall in at least 30 minutes before mounting of the shift. Security Guards will be checked for their proper turnout, shave and haircut.

8. If any Security guard is found not alert or away from his duty post without valid reason, that duty period will be treated as absence. The cumulative period of absence of all such defaulters will be converted in to man hours/ man days at the end of the month and will be reflected as disallowance in the monthly bill.

9. In the event of any misdemeanor, likes sleeping during duty, found to be under the influence of liquor/drugs or indecent/insolent behavior at duty place by any Security Guard, such personnel will be removed from duty immediately and shall not be detailed at the Institute in future. This condition will apply also to those personnel found abetting with another person in any sort of misdeeds.

10.Personnel on off duty (weekly off etc,) will not be allowed to visit any duty posts.

11. The security agency will not employ residents of campus at duty places.

12. The right to increase or decrease the strength of personnel posted at anytime, rests with concerned authorities of campus. The company will provide increase up to 50% of the posted strength, within seven days notice, in contingency situations.

13. The following documents will be maintained by the Supervisor of the company:

- Daily Attendance Register
- Guard Checking Register
- Daily Orders Register
- Occurrence Register
- Document related to and covered by Labour Department to displayed and authenticated by Local Labour Office.
- Beat book- by the respective Security Guard.

Note: The Stationery to maintain above documentation will be provided by the Agency. These documents will be put up to the Institute Security In-charge as and when required by them.

14. 2 Set Winter and 2 Sets of Summer Uniforms, Walkie-Talkie Set, Lathi (Wooden Stick), Gum Boots, Torches, Whistles, Raincoats, mode of transport and communication system for the Security Agency Staff etc will be provided by the Agency themselves. Uniforms will not be of khaki or Olive green colour or prohibited under law of the land.

15. There shall be periodical surprise checks of Guards by Officer(s) of the agency during day night. Report from Duty Officer of Security Section and the Security Officer/ Dy Security Officer which shall be reflected in the Guard Checking Register and reported to security officer/ Duty Officer in writing. Institute Security In-charge may ask for all such reports, if desired.

16. The Shift-in-Charge posted will make frequent round of all posts/ location during tenure of duty. Instructions for the rounds will be taken in person from the supervisor in writing.

17. The Institute will forfeit the EMD and/or Security Deposit(PBG), submitted by the contractor, in case the agency discontinue their service without prior notice and any loss is incurred to the Institute properties due to security lapse.

18. In case of any loss/damage caused, not due to natural calamities, or an act of God, to the property (properties) of the Institute where the complicity or laxity of the Security of the Agency is suspected, after filling an FIR, a joint enquiry will be held to apportion responsibility and determine the quantum of compensation to be paid by agency. If the enquiry is not able to pinpoint the responsibility, the decision of the competent Authority will be final and binding on both parties.

19. The Successful bidder will have to deposit an amount about 10% of the Estimated Annual Contract Value in the form of FDR/PBG failing which authority may at its discretion cancel the work Order and forfeit the Earnest money Deposit.

20. The engagement can be terminated with three month's notice from either side.

21. Leave Relief: No person shall be sent on leave unless, cleared by the Security In-Charge IIIT Lucknow. In all such cases, relief will be positioned prior to sending the personnel to leave.

22. The Agency shall be solely responsible for all acts of commission and / or omission on the part of their security personnel posted at the campus,

23. The Agency shall immediately notify concerned Director/Institute Security In-charge in writing of the occurrence of any event which may result in or which may lead to stoppage of work, slowdown, labour dispute, strike, any labour related result in its own staff, impediment or disruption in the due performance of the obligations of the Company / Firm under this Agreement. The Company/Firm also agrees that in the event any such work stoppage, slowdown, labour dispute, disruption or impediment continues for a period exceeding 24 hours, then, notwithstanding what is contained in this Agreement, Deputy Registrar IIIT LUCKNOW may at its sole discretion terminate this agreement forthwith.

24. The Security personnel provided should be personnel of high integrity and confidence. The antecedent of the persons engaged should be verified by the Agency / local Police Authorities / Home Department, as applicable.

25. The scope of work, description and the terms and conditions maintained here in above are only indemnified and not exhaustive and the Agency shall meet other requirements of desired campus from time to time, relating to the security of the Institute.

26. The Agency shall be responsible and liable for safe guarding of campus at all times, against any and all claims, liabilities, damages, losses, costs charges, expenses, proceedings and action in any nature what so ever made or caused to or suffered by duty stations or indirectly by reason if :

a. Any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work, default, failure, misfeasance, bad faith, disregard of its duties and obligation under, service, act or omission of or by the Agency and/or any of its staff, and/or

b. Any theft, robbery, fraud or other wrongful actor omission by the Agency and/or any of its staff;

27. The Institute feels the following requirements:

1. Armed Ex-serviceman/Trained Manpower/Security Guards shall be deployed for duties including gunner, as quoted in NIT/Tender document.

2. Armed Security Guards should have valid armed license with the validity period.

3. Liaison with any trade union and trade union activities will attract the cancellation of services to the agency forthwith.

4. Senior officer of the Agency not below the rank of Branch / Zonal Manager will liaise with Institute Officials, in connection with security arrangement

5. In case of need, Agency should be able to supply and detail extra manpower wherever applicable.

28. Institute will not be responsible for any accident / illness and any other casualties during the stay of the security personnel at the campus and all related expenditure will be borne by the Agency unit concerned.

29. In connection with security arrangement, for detailment /distribution and administration requirement, the order of Institute Officials, will be final and binding.

30. The contractor shall pay his workman deputed at the campus, and the wages not less than as notified from time to time by the Central/State Government.

31. The contractor shall have to provide a license from the Central/State Govt Labour Department under the Contract labour (Regulation & Abolition) Act, 1970 and if necessary, shall also have a separate ESI, EPF code number and shall be responsible to cover all their employees under ESI and EPF from the date of their engagement and documents in proof thereof shall be submitted to Deputy Registrar, IIIT LUCKNOW, office for verification, records and reimbursement to the extent applicable. The contractor will be responsible for the above regard.

32. In case any of the security personnel goes on leave for more than 2 day, alternative arrangement shall be done by the contractor. The contractor will be responsible for safety and security of assets inside and outside of the premises of duty stations.

33. It will be the sole responsibility of the contractor in connection with the manpower engaged at IIITLucknow as defined and Institute will not be liable for any mishap, directly or indirectly. All other legal rules related to leave etc in connection with the engaged manpower rests with the contractor.

34. Only physically fit personnel shall be deployed for duty by the contractor.

35. No agent, middleman or any intermediary will be engaged to provide any service, or any other item of work related to the performance of this contract.

#### 34. GENERAL TERMS & CONDITIONS

**34.1 Minimum wages:** The successful bidder shall have to comply with minimum wages as stipulated by Central Govt notification in force for the Zone containing Lucknow and other statutory dues as per rules/notifications etc. with regard to payment of wages to the personnel deputed at duty places for the above work.

As and when the rates to minimum wages is increased/decreased by Central Govt, the successful bidder should inform Deputy Registrar/Finance Office of IIIT LUCKNOW

regarding revision of rates and accordingly raise the bill from the applicable month, to the tune of increase and decrease minimum wages and related statutory dues. a penalty of 20% of total bill will be applicable in case not able to implement the increased VDA order on time till the implementation of increased VDA on pro rata basis. IIIT LUCKNOW will not pay the statutory dues in advance and it shall be reimbursed only on submission of such proof of payment by the contractor/firm. Other statutory payment will be revised subject to production of notification/order etc, of the respective authority.

- (i) The persons deployed by the contractor should have requisite educational qualification, experience and skills for carrying out the assigned task using appropriate materials and tools/equipments.
- (ii) The contractor should ensure that health and safety of the deployed guards. They should ensure regular medical check-up of their deployed manpower. If the health & fitness of any of the deputed manpower/ guards is found to be wanting, the contractor is liable for action as provided under the law.
- (iii) The self declaration that the payments were made to deployed manpower as per minimum wages norms of Govt. of India.
- (iv) Workers engaged by the contractor shall receive their entitled wages on last day of the completed month, through RTGS in their account only and the contractor should provide/file a certificate detailing the names of the workers, amounts paid, date of payment, mode of payment, details of statutory deductions like ESI/EPF, etc., contributions deducted & paid to the concerned statutory authorities, etc. by enclosing copy/ies of challan/s etc.
- (v) The bills should be given as per format given by IIIT Lucknow. The bills shows all the details in which having number of duties, rate of daily wages, EPF contribution, ESIC, Agency commission and applicable taxes, etc.
- (vi) The payment will be on the reimbursement basis i.e., the contractor shall pay the staff within the 5<sup>th</sup> of the month and submit the bill to IIIT Lucknow before 10th of every month along with the attendance sheet verified by the deputed Institue official for reimbursement within the schedules of payment.
- (vii) The contractor must employ only adult manpower. Employment of child manpower will lead to the termination of the contract, besides initiating suitable action against him as prescribed under the existing laws. The contractor shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. The contractor shall be fully responsible for the conduct of his staff.
- (viii) All statutory requirements under various statutes like Minimum Wages Act, The Contract Labour (Abolition & Regulation) Act, 1970, ESI Act, 1948, EPF Act, Service Tax, Income Tax, GST, etc., should be complied with meticulously.
- (ix) Holidays / Off-days / relievers : The Contractor should allow the holidays, off-days & relievers as per the existing statute and they should provide a complete list of

holidays that they follow for the entire year, continue to manage the services without any interruption during such days.

- (x) The wages for the work done on holidays, over-time etc., shall be paid by the contractor as per the existing provisions of the Labour Act.
- (xi) Overtime dues will be paid to the contractor only in case IIIT Lucknow has asked for the overtime duty, and the duty should be duly verified by the Institute deputed officials and entered in Overtime Register.
- (xii) All the staff deployed on any facility shall wear clean & neat uniform, with their name badge on the chest in Hindi or English.
- (xiii) In case of breach of any terms and conditions attached to the contract, the performance security deposit of the contractor will be liable to be forfeited to IIIT Lucknow besides annulment of the contract.
- (xiv) THE CONTRACTOR SHOULD ENSURE THAT THE TOTAL COST PER STAFF OR PER FACILITY QUOTED SHOULD INCLUDE ALL THE ABOVE AND ANY OTHER INCIDENTAL COST/S AND THE IIIT LUCKNOW SHALL NOT BEAR ANY OTHER COST/S OTHER THAN THE QUOTED RATE/COST.

**34.2 Performance of Contractor**: In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, Institute reserves the right to impose penalty as deemed fit.

a. Any act on the part of the bidder to influence anybody in the Institute's, is liable for rejection of his tender.

b. The contractor will indemnify Institute/Institute from any claim/statutory non-compliance/damage/compensation etc. arising out of this contract.

c. The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.

d. All liabilities arising out of accident, death, loss or damage while on duty shall be borne by the contractor.

e. Any case of theft, loss or damage to the property, Institute on account of malfeasance, negligence, connivance of any other misdemeanor on the part of the Contractor/Security Personnel if so established by Institute authorities, the contractor shall have to make good the loss to Institute/Institute.

f. The contractor and its staff shall take proper and reasonable precautions to prevent from loss, destruction, waste or misuse the areas of responsibility given to them by Institute and shall not knowingly lend to any person or company any of the effects of the Institute under its control. In case any damage is caused to Institute/Institutions campus property by the contractor or his deployed person, the contractor shall be liable to reimburse the cost of such damage to Institute/Institutions places, failing which security money will be adjusted and balance (if any) will be deducted from the running bill of the Contractor. g. Institute shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. Institute does not recognize any employee employer relationship with any of the workers of the contractor.

h. The Contract may be terminated/short closed by giving not less than three months notice by either side.

i. Institute will not be held responsible for that under any circumstances if any dispute arises regarding payment of wages and other statutory dues to the workmen deployed. All bidders must take these into account at the time of bidding.

j. The contractor shall be bound to submit any statutory document of demand by the competent authority of Institute.

k. The contractor shall maintain all records about the statutory compliance as per the Central/State Government rules and regulations at their premises. Institute will have the right to verify each and every document.

**34.3 Settlement of Disputes**: It is incumbent upon the bidder to avoid litigation and disputes during the tenure of the contract. However, if such disputes take place between the parties, efforts shall be made to settle at the level of Institute, the Bidder shall make request in writing to the Deputy Registrar, IIIT LUCKNOW for settlement of any dispute within 30 (thirty) days of arising of the cause of dispute failing which no disputes/claims shall be entertained by Institute. The decision of IIIT LUCKNOW, Lucknow will be final and binding on the parties. If differences still persist, the settlement of the dispute may be sought in the court of law in Lucknow jurisdiction.

**34.4 Jurisdiction**: The Court of Lucknow in the State of Uttar Pradesh only will have the jurisdiction to deal with and decide any legal matters or disputes what-so-ever arising out of this contract.

Submission of bid by the bidder will be construed as acceptance of all the terms and conditions agreed upon .

# 35. Penalty Clause:

Monitoring of the levels of quality of the Security services shall be done on regular basis by officers of the IIIT Lucknow and in the event of quality of services being found to be unacceptable in any month due to deficiency in the security work for lack of manpower, a "Penalty" as detailed below will be levied, to be deducted from the contractor's bills/Performance Security:

(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 security staff absent on that particular day shall be levied by the IIIT Lucknow and the same shall be deducted from the contractor's bills.

(b) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point (35) (a) shall be levied.

(c) In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel, a penalty or 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 system immediately.

(d) In case the contractor fails to execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, Director IIIT Lucknow reserves the right to impose the penalty as detailed below:- If services are not provided up to the satisfaction of IIIT Lucknow, a penalty of minor fine of Rs.500/- per day, or a major fine up to Rs. 1000/- may be imposed on the contractor depending on the objective criteria as above; and, in special conditions regarding Compliance of Labor Laws. The penalties shall be recovered out of the Pending Bills/Performance Security of the Contractor. Director IIIT Lucknow reserves the right to forfeit a part or whole of the performance Bank Guarantee or/and cancellation of contract in case of repeated instances of poor performance with no improvement in spite of bringing the same to the notice of the contractor, verbal or written. The contractor or his employees will not be allowed to take out any item without the explicit written authority of the authorized representatives of the Director, IIIT Lucknow.

## **BID OPENING & EVALUATION PROCEDURE**

- (a) The financial bids (Price Bid) of only those bidders who's Technical Bids are qualified, shall be opened. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders through e-mail/institute website.
- (b) After opening of the Technical Bids and verifying of the Tender Processing Fee, Tender documents and EMD amount, the technical bids shall be evaluated later to ensure that the bidders meet the essential criteria as specified in the Tender Document.
- (c) Bids shall be declared as Valid (In the Race) or Invalid/Rejected (Out of Race) based on the preliminary scrutiny, i.e. verification of EMD, Minimum service tax clause & tender processing fee, etc. However, detailed evaluation shall be done only in respect of Valid Bid.

# **TECHNICAL BID EVALUATION& CLARIFICATION ON TECHNICAL BID EVALUTAION.**

- a) The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing through e-mail.
- **b)** If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- **c)** Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

# TECHNICAL BID EVALUATION (SEGREGATED TYPE)

- **a)** The Client shall follow two bid systems where the technical bid and financial bid shall be evaluated separately.
- **b)** The technical bid evaluation shall be done on the basis of minimum qualifying marks obtained during technical evaluation.
- **c)** The technical bid evaluation shall be done based on the following criteria:
- **d)** During the technical evaluation stage, each bidder shall be assigned marks out of a total of 100 marks, as per the criteria specified.
- **e)** A Bidder should mandatorily secure a minimum of 55 marks out of total 100 marks as per Appendix-II in Technical Evaluation in order to be a qualified bidder and subsequently for opening of financial bids.
- **f)** Bidder shall submit all desired documents as stated in the tender documents. Non-compliance may invite summarily rejection of the tender.

- **g)** A substantially responsive bid shall be one that meets the requirements of the bidding document in totality i.e. by following the procedures as above. The technical bid not meeting the Essential criteria/minimum or any other requirements as per the tender documents shall be rejected and their financial proposals will be unopened.
- **h)** The bidder who qualified in the technical evaluation stage shall be intimated for opening of financial bids. Client shall intimate the qualified bidders, the date & time for the financial Bid opening on the E-mail/ Institute website.

#### FINANCIAL BID (PRICE BID) OPENING PROCEDURE

- **a.** The Financial Bids of all the technically qualified Bidders shall be opened on/after the notified date and time on e-mail/Institute website. Representatives of technically qualified bidders are allowed to be present during the financial bid opening.
- **b.** Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the Lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after following due procedure as explained below.

#### FINANCIAL BID (PRICE BID) EVALUATION

- a) The final selection of the agency will be based on lowest quoted rate in financial bids. In case of tie in financial bids, the firm's scored maximum numbers in technical bids, may be awarded the final contract. In case the marks are also equal then the bidder with the highest average annual turnover during last three years shall be considered for the award of bid.
- b) If there is a discrepancy between words and figures, the amount in words shall prevail.
- c) **Freak rates** quoted, if any will be dealt as per Institute laid down policy.
- d) Details of Expenditure vis-a-vis Service Charges with a view to prevent instances as mentioned above, Bidders have to submit details of estimated Expenditure in the prescribed format along with documentary evidence like estimates in support of expenditure along with the price bid.
- e) The Institute reserves the right to take a view on the reasonability of the rate of Service Charge. The decision of the Institute in this regard shall be final and binding. No representation in this regard will be entertained and replied to.
- f) Bids will be evaluated for compliance with the statutory provisions like Minimum Wages Act, ESI Act, EPF Act, etc. Only those bids that comply with all the applicable statutory provisions and other eligibility conditions mentioned in the Technical Bid, and meeting the requirement as per Evaluation Criteria fixed and notified by the Institute.
- g) In case, the Institute considers that the Service Charge of the bidder, who has quoted the least rate is not feasible such bids shall be treated as non-responsive and other valid quotations shall be evaluated and this process will be iterated till a bid with reasonable Service Charge is found and the work will be awarded to such bidder only. The next or subsequent bidder to be considered for supply of manpower would be the one who agrees to work at the same rate and is next in the merit of final.

Appendix-I

Sr. No.	Eligibility		
5 <b>г.</b> 190.	Eligibility Criteria	Submitted	Enclosure
	To a low Descendence France	(Yes/No)	No/Page No.
l	Tender Processing Fee		
	Tender Processing Fee of <b>Rs. 2360 (Two</b>		
	Thousand Three Hundred Sixty Only		
	inclusive of GST @ 18%) is non-		
	refundable and shall be submitted in the		
	form of Demand Draft issued by a		
	Nationalized/Scheduled Bank, favoring		
	"IIIT Lucknow, General Account"		
	payable at "Lucknow" and submitted		
	along with the Bid. "No other form of		
	remittance of fee will be accepted".		
	Bid not accompanied by processing fee		
	stands automatically rejected.		
	,		
2	Earnest Money Deposit (EMD) of Rs.		
	4,00,000/- (Rupees Four Lakhs Only) is		
	refundable and shall be submitted in the		
	form of <b>Demand Draft issued by a</b>		
	Nationalized/Scheduled Bank, favoring		
	"IIIT Lucknow, General Account"		
	payable at		
	"Lucknow" or FDR/Bank Guarantee in		
	the favour of IIIT Lucknow. (Those		
	bidders who		
	are registered under NSIC/MSME are		
	exempted from submission of EMD.		
	EMD in any other form will not be		
	5		
	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. Bids received		
	without valid EMD stand		
	automatically rejected.		
3	ESI & EPF		
	Bidder should have E.P.F. & E.S.I.C.		
	Registration.		
	[Mode of Proof: Bidder should have E.P.F.		
	& E.S.I.C. Registration and the firm shall		
	submit Self Certified copies of E.P.F.		
	payment challan for last 12 months		
	(August 2019 to July 2020) and ESIC		
	registration as proof to be submitted with		
	technical bid].		
4	Possession of Valid PAN & GST		
+			
	Registration		
	The Contractor should have a valid		
	Income Tax Registration Number /		
	PAN, GST Registration and other		
	statutory requirements as per Rules in		

	force.	
	[Mode of Proof: Copy of the PAN Card and GST Registration certificate to be produced]	
5	Turnover Agency should have an average annual turnover of minimum Rs. 20 Crore(Rs. Twenty crore) only from the business of providing manpower security at least for the last 03 financial years i.e. 2017- 18,2018-19 & 2019-20. [Mode of Proof: Annual accounts pertaining to the work of providing manpower for security duly certified by Charted Accountant / Income tax Returns].	
6	<b>Experience</b> Should have carried out and completed similar services during the last 3 years in Central/State Government/PSU or Autonomous Body as per details below:	
	One work order for supply of security manpower of value not less than 64.00 Lakhs per annum in the last 3 financial years (2017-18, 2018-19, 2019-20). OR	
	Two work orders for supply of security manpower each of value not less than 48.00 Lakhs per annum in the last 3 financial years (2017-18, 2018-19, 2019- 20). OR	
	Three work orders for supply of security manpower each of value not less than 32.00 Lakhs per annum in the last 3 financial years (2017-18, 2018-19, 2019- 20).	
	[Mode of Proof: Copy of relevant agreements/work orders along with satisfactory work completion certificate for the similar work from a Central/State/PSU or Autonomous Body].	
	"Similar Service" means the bidder should have the experience of having entered a contract for Security services with Central/ State Governmet/PSU or Autonomous Body or National level educational institute like IIT/NIT/IIIT/IIM.	
7	The bidder should have valid license from the concerned department of UP Government as per Private Securities	
	Agencies Regulation Act 2005(PSARA	

	2005)[Mode of Proof: Copy of the	
	PSARA certificate/licence to be	
	submitted with technical bid].	
8	The Bidder should not have been blacklisted by any Central/State Government/Autonomous Body/PSU/or	
	any other organization.(Affidavit as per Appendix IV to be submitted with the technical bid)	
9	Agency should have Pan India Presence.	
	)[Mode of Proof: Copy of the currently	
	valid PSARA certificate/licence in at	
	least 5 states of India to be submitted	
	with technical bid].	
10	Agency should have at least 2,000 security	
	personnel pan India. [Mode of Proof: Self	
	Certified Copy of ECR of EPF to be	
	submitted with technical bid].	
11	The Agency should possess adequate	
	continuous experience of at least 12 years	
	of Guarding and handling Electronic/Non-	
	electronic gadgets, viz CCTV, Access	
	Control and Basic Crowd Management	
	Devices (Copies of ESI and EPF registration substantiating the	
	continuous experience of 12 years).	
12	The Agency should have its own training	
	school with PSARA certified for training	
	of their personnel deployed (Details of	
	training facilities to be provided).	
13	The Agency should be capable of	
	providing Armed Guards and should have	
	a centralized 24 hrs manned control room	
	backed up with wireless communication &	
	Quick reaction team(QRT) (Undertaking	
	to be provided).	
14	The Agency should have basic	
	infrastructure in terms of Vehicles i.e.	
	Motorcycles/scooters, Cars/Jeeps for	
	Patrolling and electronic & non-electronic	
	Gadgets.	
15	Guard should be covered by ESIC	
	(Relevant copy of certificate to be	
	provided).	
16	The Agency should be ISO- 9001:2015,	
	14001:2015 and OHSAS 18001:2007	
	Certified ( Relevant copies of certificate	
	to be provided).	
17	Running contract in large	
	Institute/Government	
	organizations/PSU/Autonomous Body	
	deputing more than Two hundred	
	manpower at a time. <b>(Relevant proof to</b>	
	be attached).	
	se according.	

18	The agency should have office at
	Lucknow. (Details to be provided).
19	The agency should have training institute
	in Uttar Pradesh. (Details to be provided).

All the Documents in support of (01 t0 19) for meeting the eligibility criteria enclosed with the tender are to be self-attested by the authorized signatory.

The bidder must possess ALL the above mentioned (01 to 19) qualification criterion. If the bidder does not possess even one of these, he may stand disqualified and his bid may not be taken up for evaluation. The details of services provided as mentioned above may be furnished in the Technical Bid.

With regard to the various proof/supporting documents produced by the bidders for establishing that they meet the various eligibility conditions, it shall be IIIT Lucknow's prerogative to decide whether the document produced is valid evidence or not and to call for additional proof, if required.

# IIITL/TENDERS/Security Service/2020 Date: 30.09.2020

# APPENDIX-II

# **TECHNICAL BID EVALUATION**

	Minimum Qualifying Marks- 55		
	Training		20
A. Training	g Facility in UP		
1	Yes	5	
2	No	0	
<b>B. Training</b> Facility in Ul	<b>Capability (</b> No of training centers at PAN India excluding the Training P)		
a.)	01 to 05	05	
b.)	06 to 10	10	
c.)	>10 onwards	15	
	Infrastructure		20
A. Number	Of Branches PAN India (Excluding the Branches in U.P)		
1	Less Than 50	5	
2	More Than 50	10	
B. N	umber Of Branches In UP		
1	Less Than 5	5	
2	More Than 5	10	
Financ	ial Capability - Turnover of Company Annually (CA Audited B/L Sheet) (last 03 years)		15
1	Between 20 Cr to 100 Cr	5	
2	More than 100 Cr and less than or equal to 500 Cr	10	
3	More Than 500 Cr	15	
	Manpower Strength PAN India		20
1	Less than or equal to 2000	5	
2	Between 2001 to 10000	10	
3	Between 10001 to 20000	15	
4	More Than 20001 +	20	
	Credentials / Certifications		15
1	ISO 9001:2015, 14001:2015, OHSAS 18001:2007	5	
2	Valid PSARA License for UP	5	
3	Valid PSARA License for other 5 States of India other than UP	5	
	<b>Consistency &amp; Continuity Of Service Contract</b>		10
	Single Contract With more than 200+ Manpower (Central/State Govt/PSU's/Educational Institutes)		
1	3 to 5 Years of Service Contract	5	
2	05 Plus Years of Service Contract	10	
	Total Marks		100

## **UNERTAKING BY THE BIDDER**

Certified, that I /We have read the instructions given in the tender documents. I / We undertake to supply number of manpower on the rates mentioned in the price bid and shall be solely responsible to discharge the liabilities/ administrative charges, if any. I/We have understood the contents of the terms and conditions and undertake to abide by the same as laid down in these Tender documents.

Signature of Bidder

Place:

Date:

Address: Tel. No./Fax No./mobile E-mail: Official Seal

#### **APPENDIX-IV**

#### **AFFIDAVIT**

Contractor/Partner/sole I/We.....(Name) Proprietor (Strike out word which is not application) of the (Firm)..... Do hereby solemnly affirm and declare that the individual firm/ companies are neither black-listed by the Union /State Government or Institutions/Bodies created by Centre/State Government, public sector undertaking, autonomous bodies etc, nor any partner/ shareholder thereof is directly or indirectly connected with or has any subsisting interest in business of my/our firm.

#### DEPONENT

Verified, that the contents of above affidavit are true and correct to the best of my knowledge and beliefs.No part of it is false and nothing been kept concealed three from.

DEPONENT

Place:	
Dated:	

(Note: To be furnished on non-judicial stamp paper (Rs. 100/-) duly attested by the Oath Commissioner)

# **APPENDIX-V**

# DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED DURING THE LAST THREE YEARS ENDING 31<sup>ST</sup> March 2020

SI. No.	Name of Institution/ Organization Where similar work Carried out.	Cost of works in lack (Rs.)	Date of Commencem ent as per contract	Actual date of completi on	Name and Address/Tel No. of Officer to whom reference may be made	Remarks

# APPENDIX-VI

# **FINANCIAL INFORMATION**

# 1. Financial Analysis

Details to be furnished duly supported by figures in Balance Sheet / Profit & Loss Account for the last three preceding years duly certified by the Chartered Accountant, as by the applicant to the income Tax Department (copies to be attached).

SI. No.	Details	Year ending	

- II. Financial arrangement for carrying out of proposed work.
- III. Solvency certificate of Rs .....from Bankers of Applicant.
- IV. Income Tax Returns certified by the Auditors.
- V. Audited Accounts of the Company from the year ending 31<sup>st</sup> March 2017 to 31<sup>st</sup> March 2020.
- VI. PAN Details.
- VII. GST Registration. No.

This is to certify that to the best of my knowledge, and belief, the aforesaid facts and figures are correct and in conformity with the books of accounts of the establishment.

Dated:

signature of Chartered Accountant With seal and membership number

# **REQUIRED STRENGTH**

The following security personnel will be deployed on following categories :-

# Minimum Central Govt Wages

Security Supervisor	=	01
Armed Guard	=	03
Normal Guards	=	15-21

The required strength of Security Supervisor & Armed Guards should be exservicemen/trained skilled security personnel having minimum working experience of 08 years in Central/State Govt/PSU's/Autonomous Body/Institution of National Importance.

- (a) The security personnel, when deployed at above places should preferably not be of more than 45 years and should be physically and medically fit. Certificate to this effect should be submitted before deploying the personnel.
- (b) The number of persons deployed can increase or decrease as per requirement of the Institute.

#### DECLARATION

(1) I/We have read the tender documents and are fully aware of the terms and condition. I/We shall abide by all the terms and conditions and hereby undertake to pay the personnel deployed by us at IIIT Lucknow at the rate of minimum wages and other statutory dues notified by the Central Government from time to time.

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

Date:

Signature with Seal of Authorised Signatory

Place

# SOLVENCY CERTIFICATE

# **ISSUED BY NATIONALIZED BANK FOR NOT LESS THAN 01 CRORE**

The bidders should have a solvency of at least Rs. 1 crore. (Solvency certificate issued by nationalized bank to be submitted in this regard). This condition shall be treated as a part of the eligibility criteria.

# (Attach Certificate

#### APPENDIX-X

#### PRICE BID

#### **TENDER FOR SECURITY ARRANGEMENTS**

Amount Quoted:		
Service Charges*	(Please quote the rate)	
(In figure):		(Percent)
(In words): NOTE:		(Percent)

- 1) Goods & Service Tax (GST) as per rules will be paid over the Wages and Services charges only.
- 2) **GST** is payable as per Govt. Norms and Service charges should not include applicable GST.
- 3) The number of security manpower mentioned in the tender document are only indicative and the actual nos. will be decided by the Designated Authority of the Institute in consultation with the service provider, from time to time and depending upon the requirement of the Institute.
- 4) The quoted rates should be inclusive of all levies, statutory liabilities, etc to the personnel employed for the work if any, accidental expenses incurred by the company in execution of the work, minor equipment profit & overheads of the company and any other known and unforeseen expenses. The rates shall be net and nothing extra shall be payable over and above the accepted rates.
- 5) The rates of the individual items accepted by the Institute shall remain valid for the modified numbers also and no claim on account of curtailment / additional quantum of work shall be entertained by the Institute.
- 6) The institute has a right to engage any other firms too, any time whenever it felt its requirement.
- 7) Payment of "Manpower" shall be as per rules of "The Minimum Wages Act 1948" applied for Central Government for Watch and Ward category.
- 8) Quoted Service charges should be sufficient to meet out the statutory deductions.

# \* Statutory deductions/taxes will be applicable as per Government notification from time to time.

Certified that I/We have read the instructions given in the tender documents. I/We undertake to supply the required categories and number of manpower. I/We have understood the contents of the terms and conditions and undertake to abide by the same as laid down in these documents.

Signature (with date) & seal of Bidder/Tenderer

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)

(TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED COMMERCIAL BANKS (WHETHER SITUATED AT LUCKNOW OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT LUCKNOW)

To, The Deputy Registrar, Indian Institute of Information Technology , Lucknow 226002 <u>LETTER OF GUARANTEE</u>

WHEREAS Indian Institute of Information Technology, Lucknow (Buyer) has invited tender vide Tender No. **IIITL/TENDER /Security Services/2020** dated **30/09/2020** 

for Security Services " at IIIT-Lucknow AND WHEREAS the said tender document requires that eligible successful bidder (seller)...... wishing to supply the Item(s) etc. in response thereto shall establish an irrevocable Performance Bank Guarantee in favour of "The Deputy Registrar, Indian Institute of Information Technology, Lucknow" in the form of Bank Guarantee for Rs

...... (**10% of the contract value**) and which shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the seller, including warranty and AMC obligations from the date of issue of Performance Bank Guarantee and the eligible successful bidder (the seller) shall submit the same within 30 (Thirty) days from the date of Award of Contract.

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

We, ...... (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the bidder (Seller) and/ or Indian Institute of Information Technology, Lucknow (Buyer). **Notwithstanding anything contained herein:** 

1. Our liability under this Bank Guarantee shall not exceed Rs. .....(Indian Rupees only).

2. This Bank Guarantee shall be valid up to ...... (date) and

3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if IIIT Lucknow serve upon us a written claim or demand on or before......(date). This Bank further agrees that the claims if any, against this Bank

Guarantee shall be enforceable at our branch office at ...... situated at...... situated at.....

Yours truly,

Signature and seal of the guarantor: Name of Bank:

Address