

MOTILAL NEHRU NATIONAL INSTITUTE OF TECHNOLOGY ALLAHABAD

OFFICE OF THE FACULTY IN-CHARGE (PURCHASE)



OPEN TENDER (TWO BID SYSTEM)

For

PROVIDING SECURITY SERVICES

Faculty In-charge (Purchase) MNNIT Allahabad

OPEN TENDER (TWO BID SYSTEM)

FOR

Providing round the clock contractual security services for the campus of MNNIT Allahabad

(This document consists of 43 pages)

General Terms & Condition

1. The complete Tender Document can be viewed / downloaded from **www.mnnit.ac.in** and e-Procurement portal i.e. **www.tenderwizard.com/MNNIT**.
2. A Vendor's Manual containing the detailed guidelines for e-Procurement system is also available on the aforesaid e-Procurement portal.
3. The scanned copy of DD/FDR receipt for Tender Fee/EMD must be uploaded on the aforesaid e-procurement portal and sent in ORIGINAL at the following address:

Faculty In-charge (Purchase)
Motilal Nehru national Institute of Technology
Teliarganj, Allahabad-211006.

4. Quotations received without tender fee will not be considered.
5. No request for extension of the due tender date will be considered.
6. Tenders received before the deadline shall be opened in the presence of attending tenderers/their authorized representatives on the same day.
7. In the event of any date indicated on page 06 is declared as holiday, the next working day at Institute shall be considered as the due date for receiving & opening of tenders.
8. Late/Delayed offers will not be accepted.
9. Corrigendum, if issued any for the tender, shall form part of the Tender Document.
10. Corrigendum, if any will be posted on Institute website www.mnnit.ac.in and on e-procurement portal i.e. www.tenderwizard.com/MNNIT. Bidders/Tenderers are requested to visit the aforementioned websites regularly and note the Corrigendum/Amendments to the tender without fail and submit the offer accordingly.
11. MNNIT Allahabad will not be responsible for ignorance of corrigendum.
12. After last date of receipt of Tender Documents, no interim query will be entertained.

INDEX

| Sl. | Descriptions |
|-----|--|
| 1. | Check list of Document Submission |
| 2. | OPEN TENDER (TWO BID SYSTEM) : Important Dates |
| 3. | Press Notice - Invitation for Open Tender (Two Bid System) |
| 4. | Section A - Brief description of work |
| 5. | Section B - Information and instructions to applicants |
| 6. | Section C - Letter of Transmittal |
| 7. | Form 'A' - Financial Information |
| 8. | Form 'B' - Details of all contracts completed during the last five years |
| 9. | Form 'C' - Contracts under execution or awarded |
| 10. | Form 'D' - Performance report of contracts referred in Form 'B' & 'C' |
| 11. | Form 'E' - Details about the organization of the company |
| 12. | Form 'F' - Details of security and administrative personnel on the roll of the company |
| 13. | Form 'G' - Details of communication equipment and transport vehicles available with the company |
| 14. | Form 'H' - Affidavit regarding Blacklisting/ Non-Blacklisting |
| 15. | Form 'I' - Financial Bid |
| 16. | Section D - Terms and conditions for providing Security Services to Motilal Nehru National Institute of Technology Allahabad |
| 17. | Section E - Parameters |

CHECKLIST OF DOCUMENT SUBMISSION

| Sl. No. | Documents submitted | Submitted | Not Submitted | Remarks |
|---------|---|-----------|---------------|---------|
| 1 | Copy of Registration under Company Act | | | |
| 2 | Copy of Registration Certificate of EPF | | | |
| 3 | Copy of Registration Certificate of ESI | | | |
| 4 | Copy of Registration Certificate under labour law | | | |
| 5 | Copy of Income Tax PAN Card | | | |
| 6 | Copy of Service Tax Registration/VAT | | | |
| 7 | Duly filled and signed Form "A" | | | |
| 8 | Duly filled and signed Form "B" | | | |
| 9 | Duly filled and signed Form "C" | | | |
| 10 | Duly filled and signed Form "D" | | | |
| 11 | Duly filled and signed Form "E" | | | |
| 12 | Duly filled and signed Form "F" | | | |
| 13 | Duly filled and signed Form "G" | | | |
| 14 | Duly filled and signed Form "H" | | | |
| 15 | Duly filled and signed Form 'I' | | | |

Signature of Bidder

Complete Address

Full Name of Bidder

Seal of Establishment

Date:

Place:



मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद
इलाहाबाद-211004 (भारत)
MOTILAL NEHRU NATIONAL INSTITUTE OF TECHNOLOGY ALLAHABAD
ALLAHABAD-211004 (INDIA)

Country Code (91)+ STD Code (0532)
FIP office: 2271122, 2271123,
Fax No.: 2445101, 2445077, 2445722
GRAM: MNNIT TELEX: MONERECO

WEBSITE: www.mnnit.ac.in E-mail: fip@mnnit.ac.in

OPEN TENDER (TWO BID SYSTEM)

for

Providing round the clock contractual security services for the campus of MNNIT Allahabad

| | | |
|---|---|--|
| Tender Reference No. | : | OT-1/MNNIT/Security Services/2018 |
| Nature of Bidding | : | Two Stage Bidding: 1st Part- Techno-Commercial Bid 2nd part- Price Bid |
| Tender Issue Date | : | 01.02.2018 |
| Tender Closing Date & Time | : | 23.02.2018, 15:00 Hrs. |
| Date & Venue of Pre-Bid Conference | : | 09.02.2018, 12:00 Hrs. in Conference Room (Purchase office) MNNIT |
| Tender Opening Date & Time (Techno-commercial): | : | 23.02.2018, 15.30 Hrs. |
| Place of Opening of Bid | : | Conference Room (Purchase office), MNNIT Allahabad |
| Price Bid Opening Date & Time | : | Techno-commercially qualified Tenderers/Bidders only will be intimated/ to be informed later. |
| EMD Amount (In Rs.) | : | Rs. 6,00,000.00 |
| Address of Communication | : | THE FACULTY-IN-CHARGE, PURCHASE MOTILAL NEHRU NATIONAL INSTITUTE OF TECHNOLOGY ALLAHABAD TELIARGANJ, ALLAHABAD-211004 |



मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद
इलाहाबाद-211004 (भारत)

MOTILAL NEHRU NATIONAL INSTITUTE OF TECHNOLOGY ALLAHABAD
ALLAHABAD-211004 (INDIA)

OFFICE OF FACULTY IN-CHARGE (PURCHASE)
INVITATION FOR OPEN TENDER (TWO BID SYSTEM) OF SECURITY AGENCY

Applications are invited for OPEN TENDER (TWO BID SYSTEM) from reputed **Security and Intelligence Agencies** with nationwide presence, for providing contractual security services for MNNIT Allahabad. The agencies fulfilling the following requirements shall be eligible to apply:

- i) Registration under Company Act,
- ii) Registration under Labour Laws, EPF, ESI, Service Tax/VAT, Income Tax Act.
- iii) Minimum Five years experience in contractual security business,
- iv) Capability to provide vehicles and licenced radio/ wireless equipments for communication.
- v) A copy of one single work order having annual value of **Rs. 3.0 crores*** with other orders executed during the last three years. (Exclusively in the same area i.e. Security Services).
- vi) Copy of Audited Annual Account/Balance Sheet of last three years.
- vii) Average minimum annual turnover for the last three financial years should not be less than **Rs. 15.00 crores (3x5)**.
- viii) Labour license for engaging manpower [From Regional Labour Commissioner – (Central)].
- ix) Certificate for satisfactory completion of previous work (Mandatory).
- x) Proof of Training for watch and ward staff/ personnel (Certificate must be uploaded).
- xi) Workforce provided by the Contractor/Firm/Agency must have 33% Ex-Servicemen/Para Military.
- xii) Any technical deviations/suggestion should be uploaded.
- xiii) Bidder should have at least 5 years satisfactory experience of providing security service in reputed Central Government organizations/PSUs. (Please upload documentary proof in the form of a letter/certificate from the organization to which the service was provided).
- xiv) The contractor shall upload the latest Photocopy of the Income tax Clearance Certificate duly attested by a Gazetted Officer alongwith a tender application.

Procedure:

EOI complete in all respects **must be submitted online on e-procurement portal i.e. www.tenderwizard.com/MNNIT.**

EOI received through E-Mail /FAX, or EOIs not in proper format or EOIs without appropriate and supporting documents should not be considered.

1. The amount of **Earnest Money Deposit (EMD)** shall be **Rs. 6,00,000.00** (Rs. Six Lakhs Only) in the form of DD/FDR, drawn in favour of **Director, MNNIT payable at Allahabad**. Scanned copy to be uploaded and original be sent in physical at the following address:

Faculty In-charge (Purchase)
Motilal Nehru national Institute of Technology
Teliarganj, Allahabad-211006

2. Tender form shall be complete in all respect. Incomplete tenders or tenders without EMD shall be treated as invalid.
3. Each and every page of the tender documents should bear the Signature (with date) and seal of tenderer/bidder.
4. The rates for each and every item shall be quoted in Figure and words, both. In case of any discrepancy in rates, the rates written in words shall prevail.
5. The scope for the work is available and can be seen on any working day during office hours by the Tenderers. The tenderer should quote his price taking into account all factors which may affect the work and cost.
6. The Competent Authority of MNNIT Allahabad, reserves the right to accept or reject any tender or all tenders without assigning any reason.
7. Conditional tenders will be summarily rejected.
8. The tender for the work shall remain open for acceptance for a period of **One Hundred and eighty days (180)** from the last date of **ONLINE submission** of bid.
9. These instructions shall form a part of the contract document.
10. The EMD of unsuccessful tenderers shall be refunded within one month after the award of work to the successful tenderer.
11. Rates quoted shall be firm, fixed, and inclusive of all taxes (including service tax), duties and levies, insurance etc.
12. Financial Bid in the format of **Form 'I'** must be uploaded.
13. The tenderer/Bidder shall submit their offer as per Tender document.
14. Technical evaluation will be done as per terms & conditions mentioned in tender document.
15. Tender fees of **Rs. 1000/- only** in the form of Demand Draft and Earnest Money Deposit (EMD) of Rs. 6,00,000.00 by way of Demand Draft or Fixed Deposit Receipt (FDR) of any scheduled Commercial bank drawn in favour of **Director, MNNIT Allahabad** must be sent in a sealed envelope superscribed as 'Tender fees and EMD for Tender' bearing Tender No. and addressed to **Faculty In-charge (Purchase) Motilal Nehru National Institute of Technology Teliarganj, Allahabad.**
[NOTE: Bidder has to pay e-tender processing fee to the ITI limited through e-payment gateway in the portal [Minimum Rs. 750 and Maximum Rs. 7500 of the tender value (Excluding Service Tax)]
16. If any compliance statement is called for the commercial terms/contractual terms and conditions, the same is to be attached and uploaded in this part.
17. All the annexures alongwith tender document must be SCANNED and uploaded on e-procurement portal i.e. www.tenderwizard.com/MNNIT.
18. **VERY IMPORTANT NOTE:**
The Financial Bid of only those bidders, whose bids are found technically responsive shall be opened.
19. **CHECK LIST FOR TENDER:**
All the information as called for in the various clauses and annexure of tender specification should be furnished. Please refer to the check list. The details so furnished should be complete in all respects and as per the formats prescribed in the Tender specification (Statutory requirement of Contract). The bidder may have to produce original documents for verification, if so decided by MNNIT Allahabad.

20. Bidders are requested to upload scanned copy of the following documents while applying for tender
- (i) Scanned Copy of EMD & Tender Fee
 - (ii) Scanned Copy of Standard Forms enclosure from **FORM-A to FORM-H**.
 - (iii) Scanned Copy of Price Bid in the format of **Form 'I'**.
 - (iv) Scanned Copy of Successful Bidder's proposed site organization chart
 - (v) Scanned Copy of Any other Document as specified in the tender document.
 - (vi) Scanned Copy of Pan Card
 - (vii) Scanned Copy of Registration under Company Act
 - (viii) Scanned Copy of Registration Certificate of EPF
 - (ix) Scanned Copy of Registration Certificate of ESI
 - (x) Scanned Copy of Registration Certificate under labour law
 - (xi) Scanned Copy of Certificate of Registration for Sales Tax / VAT and Service Tax, legal identity of the firm registered under Company Act, Societies Registration Act and licensing by the appropriate Govt. etc.
 - (xii) Scanned Copy of List of documents required in support of Tenderer's Credentials.

OPEN TENDER (TWO BID SYSTEM) and other details may be downloaded from the Institute website: www.mnnit.ac.in and e-procurement portal www.tenderwizard.com/MNNIT.

NOTE: No physical bid shall be submitted in MNNIT Allahabad except the Tender fees and EMD as mentioned in clause 15 of page 8 of the tender document.

Faculty-In-charge (Purchase)
MNNIT Allahabad

NOTE *: Since our value of work order is in line of 03 crore per year.

E-Tendering procedure:

(a) Accessing/ Purchasing of Tender Documents

- i. The complete Tender Document can be viewed / downloaded from the e-Procurement portal i.e. www.tenderwizard.com/MNNIT.
- ii. A Vendor's Manual containing the detailed guidelines for e-Procurement system is also available on e-Procurement portal of MNNIT under tender wizard.
- iii. It is mandatory for all the bidders to have class-III Digital Signature Certificate from any of the licensed Certifying Agency (Bidders can see the list of licensed Certifying Agencies from the link www.cca.gov.in) to participate in e-Procurement of MNNIT Allahabad.
- iv. Tender documents will be available online on website www.tenderwizard.com/MNNIT on given date which can be downloaded free of cost till the last date and time of submission of tender.
- v. **Validity of Bidder's Registration on the e-Procurement portal of MNNIT Allahabad.**
Bidders may note the following:
 - (i) It shall be the sole responsibility of the bidder(s) to keep the Registration valid up to the original/extended date of submission of bid.
 - (ii) Bids can be submitted only during the validity of their registration.
- vi. MNNIT Allahabad may issue addendum(s)/corrigendum(s) to the Tender documents. In such cases, the addendum(s)/corrigendum(s) shall be issued and placed on website **www.tenderwizard.com/MNNIT** and **www.mnnit.ac.in** at any time before the closing time of tender. The bidders who have downloaded the Tender documents from website must visit the website and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. This shall be the responsibility of the prospective registered bidders to check the website for any such corrigendum/addendum till the time of closing of tender and ensure that bid submitted by them are in accordance with all the corrigendums/addendums.
- vii. The Tender documents shall be submitted online and on given date in the prescribed format given on the websites and bids received online and in physical form shall be opened at prescribed date. Detailed credentials as per the requirement of eligibility criteria and all Tender papers are to be submitted online.
- viii. Bidders cannot submit the Tender after the due date and time of e-bid submission. Time being displayed on e-procurement portal of MNNIT Allahabad ("Indian Standard Time") shall be final and binding on the bidder. E-Bids are required to be submitted by bidders, only as per the Indian Standard Time (IST) and not the time as per their location/country.

(b) MODIFICATION/SUBSTITUTION/WITHDRAWAL OF APPLICATIONS:

In the event of modification/substitution/withdrawal of the Application, the bidder may modify, substitute or withdraw the documents of its Application after submission but prior to the Application due date.

- i. For withdrawal of the documents of the Application, the bidder will have to click on withdrawal icon at Tender Wizard and can withdraw its Application. However it may be noted that once the bid has been withdrawn, bidder cannot participate again for the same e-tender. The bidder may modify or substitute the Bid documents of the Application after submission, provided that the bidder update the old documents submitted in the electronic form from the Tender Wizard and also upload the modified or substituted documents.

NOTE: Do not withdraw your bid in case of any modification/substitution of application. Withdrawal will not allow further participation / modification / substitution of applications.

- ii. The bidders are advised to submit their e-bids well before the e-bid due date. Tender wizard shall not be responsible for any delay in submission of e-bids for any reason whatsoever.
- iii. The complete application shall be signed by the Authorized Signatory of the bidder & submitted "**on-line**" and **Financial Bid should be filled and submitted ONLY through "online"**

MODE. The authorized signatory of the bidder must be in possession of Power of Attorney before submitting the digitally signed bid. Scanned copies of various documents can be prepared in different file format (PDF, JPEG). Bidders can upload a single file of size 5 MB only but they can upload multiple files.

| | | | |
|----------------------------------|------------------------|--------------|-------------------------|
| e-Tendering Registration Queries | Registration Help Desk | 011-49424365 | twhelpdesk680@gmail.com |
| DSC Queries | Help Desk | 011-49424365 | twhelpdesk377@gmail.com |
| For e-Tendering Queries | Help Desk | 011-49424365 | twhelpdesk551@gmail.com |
| | Abhishek Mani | 08090426426 | twhelpdesk360@gmail.com |

(c) Document Size:

The following documents shall be prepared and scanned in different files (in PDF or JPEG format such that file size is not more than 5 MB) and uploaded during the on-line submission of Bid. These documents shall also be submitted in '**ORIGINAL**' to MNNIT Allahabad before the prescribed date & time for submission of Bids.

(a) Minimum Requirements at Bidders end:

Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP, Window 7))

- Broadband connectivity.
- Microsoft Internet Explorer 7.0 or above/Equivalent.
- Digital Certificate(s) for users.

(d) Vendors Training Program:

Every Saturday Training (10:00 to 17:00) would be provided. Training is optional. Vendors are requested to carry a laptop and Wireless Connectivity to Internet. Address For Training: Tender wizard B1/5A, 2nd floor, Mian Nazafgarh road, Near Janakpuri Metro East, Pin-110058. Cost of Training to bidders: Rs Nil/-(Free of cost).

BRIEF DESCRIPTION OF WORK

The campus of MNNIT Allahabad is a sprawling estate built over a prime land of approximately 220 acre located strategically at Telierganj locality of Allahabad city on Allahabad-Lucknow State Highway. It is situated at an approximate distance of 8 Km. from Allahabad Junction Railway Station.

The Institute has within its premises the following capital assets and sensitive places where the deployment of the guards will be required -

Tentative Guard Deployment Details**A. Institute Academic and Boys Hostels**

| Sl. | Location | Number of Guards (At Present) | | Number of Guards (proposed) | | Remarks |
|-----|-------------------------------|-------------------------------|--------------|-----------------------------|--------------|---------|
| | | Unarmed Guards | Armed Guards | Unarmed Guards | Armed Guards | |
| 1. | Saraswati Gate | 6 | - | 3 | 3 | |
| 2. | School Of Management Studies | 3 | - | 3 | - | |
| 3. | P.G. Boys Hostel | 3 | - | 3 | - | |
| 4. | Swami Vivekananda Boys Hostel | 9 | - | 9 | - | |
| 5. | CSED | 3 | - | 3 | - | |
| 6. | Computer Centre | 9 | - | 9 | - | |
| 7. | Design Centre | 3 | - | 3 | - | |
| 8. | Dean Academic Building | 3 | - | 3 | - | |
| 9. | Academic Building | 3 | - | 3 | - | |
| 10. | Administrative Building | 3 | - | 3 | - | |
| 11. | Director Office | 2 | - | 2 | - | |
| 12. | Ganga Gate | 6 | - | 3 | 3 | |
| 13. | Yamuna Gate | 3 | - | 3 | - | |
| 14. | North Gate | 2 | - | 2 | - | 9:00 AM |
| 15. | Workshop | 3 | - | 3 | - | |
| 16. | Electrical Gate | 3 | - | 3 | - | |
| 17. | Central Library | 2 | - | 2 | - | 9:00 AM |
| 18. | GS Channel Class Room | 1 | - | 1 | - | 9:00 AM |
| 19. | Pulia Gate | 3 | - | 3 | - | |
| 20. | Club Tiraha | 3 | - | 3 | - | |
| 21. | Patel Hostel | 3 | - | 3 | - | |
| 22. | Patel Gate | 6 | - | 3 | 3 | |
| 23. | Tilak Hostel | 3 | - | 3 | - | |
| 24. | Malviya Hostel | 3 | - | 3 | - | |
| 25. | Tondon Hostel | 3 | - | 3 | - | |
| 26. | Tondon Gate | 3 | - | 3 | - | |
| 27. | Raman/Tagore Hostel | 12 | - | 12 | - | |
| | Total | 106 | | 97 | 09 | |

B. Staff Colony and Girls Hostel

| Sl. | Location | Number of Guards (At Present) | | Number of Guards (proposed) | | Remarks |
|-----|----------------------------|-------------------------------|--------------|-----------------------------|--------------|---------|
| | | Unarmed Guards | Armed Guards | Unarmed Guards | Armed Guards | |
| 1. | Colony Main Gate | 3 | 3 | 3 | 3 | |
| 2. | Generator Set | 1 | - | 1 | - | |
| 3. | AB Point | 3 | - | 3 | - | |
| 4. | KNGH Gate | 3 | - | 3 | - | |
| 5. | KNGH Rear | 3 | - | 3 | - | |
| 6. | Director's Residence | 3 | 3 | 3 | 3 | |
| 7. | T Point | 3 | - | 3 | - | |
| 8. | PG Girls Hostel | 3 | - | 3 | - | |
| 9. | C Point | 3 | - | 3 | - | |
| 10. | Guest House Gate | 3 | - | 3 | - | |
| 11. | GH Block | 3 | - | 3 | - | |
| 12. | IH A | 3 | - | 3 | - | |
| 13. | IH B | 3 | - | 3 | - | |
| 14. | Dispensary | 3 | - | 3 | - | |
| 15. | W Block | 3 | - | 3 | - | |
| 16. | D Block | 1 | - | 1 | - | |
| 17. | Night Patrolling | 2 | - | 2 | - | |
| | Total | 46 | 6 | 46 | 6 | |
| | Grand Total (A + B) | 152 | 6 | 143 | 15 | |

C. Supervisory and Additional Staff

| Sl. | Nomenclature of Staff | Existing Numbers | Proposed Numbers |
|-----|------------------------|------------------|------------------|
| 1. | Chief Security Officer | 01 | 01 |
| 2. | Supervisors | 06 | 06 |
| 3. | Drivers | 03 | 03 |
| 4. | Pistalman | 01 | 01 |

The resident's population of the campus, comprising of the students, faculty and officials with their families and servants is approximately 5,000. In addition to this, a substantial number of visitors visit the campus everyday for various purposes.

SCOPE OF SERVICE

The security agency is required to provide the following **services**:

- i) Complete security to the life and property of the residents and the campus assets of the Institute.
- ii) Safeguard against trespass.
- 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 and canine menace.
- vii) Pursuance of cases registered by and against the campus residents with local police.
- viii) Assist the Institute in maintenance of day-to-day discipline and smooth running of various activities.
- ix) Provide timely intelligence inputs to the Institute administration.

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.

Communication, transport and manpower requirements:

The agency will be required to deploy the following equipments and manpower:

(i) Manpower Requirements :

| Sl. | Category of Guards | Nos. Required (approx.) |
|-----|--|-------------------------|
| 1. | Security Officer | 01 |
| 2. | Supervisor | 06 |
| 3. | Guard General Duty Including Lady Guard | 143 |
| 4. | Guards with special Skills: Armed Guards with communication and transport facility, Guards with driving skills, Guards with fire fighting skills, Life guards. | 19 |
| | Total | 169 |

(ii) Communication and Transport :

1. Paddle cycles.
2. Wireless ground station.
3. Hand held walkie-talkie set (50-60 sets).
4. Vehicle (Four Wheeler) Brand New for Patrolling.
5. Vehicle Mounted Wireless Set.

These are only estimated requirements mentioned herein for giving an idea of the extent of resources and quantum of work involved and do not necessarily indicate the actual requirements.

INFORMATION AND INSTRUCTIONS TO THE APPLICANTS

1.0 GENERAL:

- 1.1 Letter of transmittal and forms for OPEN TENDER (TWO BID SYSTEM) are attached (Section-B).
- 1.2 All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such case. If any particulars/ query is not applicable in the case of the applicant, it should be stated as not applicable. However the applicants are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information, may result in the applicant being summarily disqualified. **Applications made by FAX and those received late will not be entertained.**
- 1.3 The application should be **typewritten**. The applicant's name should appear on each page of the application.
- 1.4 Overwriting should be avoided. Neatly crossing out, initialing, dating and rewriting should be there for any correction if necessary. All pages of the OPEN TENDER (TWO BID SYSTEM)s shall be numbered and submitted as a package with signed letter of transmittal.
- 1.5 A Senior Officer of the client should sign references, information and certificates from the respective clients certifying suitability, know-how and capability of the applicant.
- 1.6 The applicant is advised to attach any additional information, which he thinks is necessary to establish that the applicant is capable in all respects to successfully complete the envisaged work. He is however, advised not to attach superfluous information. No further information will be entertained after OPEN TENDER (TWO BID SYSTEM) is submitted, unless the Institute calls it for.
- 1.7 The bids in prescribed form duly completed and signed shall be uploaded on the e-procurement portal i.e. www.tenderwizard.com/MNNIT. **No physical bid shall be sent to the Institute.**
- 1.8 Applicants may seek clarification regarding the scope of work and/or the requirements for OPEN TENDER (TWO BID SYSTEM), in writing, within a reasonable time. Any clarification given by the Institute will be uploaded on the Institute website.
- 1.9 No Sub-contracting is permissible.

2.0 Definitions:

In this document the following words and expressions have the meaning hereby assigned to them:

- 2.1 **EMPLOYER** shall mean “*Director, MNNIT Allahabad*” acting through the **Registrar** of the Institute.
- 2.2. **APPLICANT** shall mean, a proprietary firm, a firm in partnership, a limited company (private or public) or a corporation.
- 2.3. **INSTITUTE** shall mean *MNNIT Allahabad*

3.0 Method of Application:

- 3.1 If an individual makes the application, it shall be signed by the proprietor above his full typewritten name and current address.
- 3.2 If a proprietary firm makes the application, it shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.
- 3.3 If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full typewritten names and current address or alternatively by a partner holding power of attorney for the firm. In such a case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all the partners of the firm shall also accompany the application.
- 3.4 If a limited company or a corporation makes the application, a duly authorized person holding power of attorney for signing the application shall sign it. In such a case a certified copy of the power of attorney shall accompany the applications. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the OPEN TENDER (TWO BID SYSTEM) application is filed.

4.0 Final Decision Making Authority

The employer reserves the right to accept or reject any application and to annul OPEN TENDER (TWO BID SYSTEM) process and reject all applications at any time, without thereby incurring any liability to the affected applicants or specifying the grounds for the Employer’s action.

5.0 Particulars Provisional

The particulars of the work given in Section- A are provisional and must be considered only as advance information to assist the applicant.

6.0 Campus visit:

- 6.1 The applicant is advised to visit and examine the campus and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the OPEN TENDER (TWO BID SYSTEM)s application and subsequently the financial bid. The cost of visiting the site shall be at applicant’s own expense.

7.0 Initial Criteria for Eligibility for OPEN TENDER (TWO BID SYSTEM):

- 7.1 Registration under Company Act,
- 7.2 Registration under Labour Laws, EPF, ESI, Service Tax/VAT, Income Tax Act.
- 7.3 Minimum Five years experience in contractual security business,
- 7.4 Capability to provide vehicles and licensed radio/ wireless equipments for communication.
- 7.5 A copy of one single work order having annual value of **Rs. 3.0 crores*** per annum (F.Y. 2013-14, 2014-15, and 2015-16) with other orders executed during the last three years. (Exclusively in the same area i.e. Security Services).
- 7.6 Copy of Audited Annual Account/Balance Sheet of last three years.
- 7.7 Average minimum annual turnover for the last three financial years should not be less than **Rs. 15.00 crores (3 x 5)**.
- 7.8 Labour license for engaging manpower [From Regional Labour Commissioner – (Central)].
- 7.9 Certificate for satisfactory completion of previous work (Mandatory).
- 7.10 Proof of Training for watch and ward staff/ personnel (Certificate must be enclosed).
- 7.11 Workforce provided by the Contractor/Firm/Agency must have 33% Ex-Servicemen/Para Military.
- 7.12 Any technical deviations/suggestion should be attached.
- 7.13 Bidder should have at least 5 years satisfactory experience of providing security service in reputed Central/State government organizations/PSUs. (Please enclose documentary proof in the form of a letter/certificate from the organization to which the service was provided).
- 7.14 The contractor shall submit the latest Photocopy of the Income tax Clearance Certificate duly attested by a Gazette Officer alongwith a tender application.
- 7.15 The contractor shall submit the Affidavit regarding Blacklisting/Non-Blacklisting of firm for tender (The affidavit duly stamped and signed by bidder/contractor on 10 Rs. stamp paper, as per **Form 'H'**).

8 Evaluation Criteria for OPEN TENDER (TWO BID SYSTEM):

- 8.1 For the purpose of OPEN TENDER (TWO BID SYSTEM), applicant will be evaluated in the following manner:-
 - a) The application will first be scrutinized on the basis of the initial criteria prescribed in paras 7.1 to 7.15 above, and the applicant's eligibility for the work is determined.
 - b) Those firms qualifying the initial criteria, as set out in paras 7.1 to 7.15 above will then be evaluated for the following criteria:

| | |
|---|----------|
| i) Financial Information | (Form-A) |
| ii) Experience in similar class of business | (Form-B) |
| iii) Contracts under execution/awarded | (Form-C) |
| iv) Performance on these contracts | (Form-D) |
| v) Structure of the company's organization | (Form-E) |
| vi) Details of employees on the rolls of the company | (Form-F) |
| vii) List of Communication Equipment & Transport Vehicle | (Form-G) |
| viii) Affidavit regarding Blacklisting/Non-Blacklisting of firm | (Form-H) |
 - c) The details given by applicants for the OPEN TENDER (TWO BID SYSTEM) will be evaluated by grading method. The grades (corresponding to points) shall be allotted on the following basis during evaluation of documents:

| | |
|---------------|---------|
| i) Excellent | A Grade |
| ii) Very Good | B Grade |

- iii) Good
- iv) Fair

- C Grade
- D Grade

- 8.2 Even though applicants may satisfy the above requirements, they may be disqualified if they have:
- a) Made misleading or false representation of facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document.
 - b) Records of poor performance such as abandoning work, not properly completing the contract or financial failure/weaknesses.
 - c) If confidential enquiry reveals facts contrary to the information provided by the applicant.
- 8.3 Effort on the part of the bidder or his agent to exercise influence or to pressurize the Institute for his bid shall result in rejection of such bid. Canvassing of any kind is prohibited.

9.0 Financial Information

Application should furnish the following financial information:

- a) Annual financial statement for the last 3 (three) years (In Form "A"). These should be supported by audited balance sheets and profit and loss accounts, duly certified by a Chartered Accountant, as submitted by the applicant to the Income Tax Department.
- b) Name and address of the Banker familiar with the applicant's financial standing and Banker's statement on availability of credit.
- c) Copy of audited annual account of last three years.
- d) Average minimum annual turnover for the last three financial years should not be less than **Rs. 15.00 crores (3 x 5)**.

10.0 Experience, in contract security business

10.1 Applicant should furnish the following:

- a) List of all contracts of similar class of business successfully completed during the last three years (In Form 'B')
- b) List of the contracts under execution or awarded (In Form 'C')

10.2 Particulars of completed contracts and performance of the applicant, duly authenticated /certified by a Senior Officer of the client (In Form 'D')

10.3 Certificate for satisfactory completion of previous work (Mandatory).

11.0 Organization:

11.1 Applicant is required to submit the following in respect of his organization (In Form 'E'):

- a) Name and postal address including Telephone Number, Fax Number and e-mail addresses etc.

- b) Copies of original documents defining the legal status (An individual or proprietary firm or Firm in Partnership or Limited Company or Corporation), place of Registration & principal places of business.
- c) Names and title of Directors and officers to be concerned with proposed contract for MNNIT Allahabad, with designation of individuals authorized to act for the organization.
- d) Information on any litigation in which the applicant was involved during the last 5 (five) years, including any current litigation.
- e) Authorization from employers for seeking detailed references by the Institute.

12.0 Personnel & Equipment:

- 12.1 Applicant should furnish the details of employees on the rolls of the company (as per Form-F) and a list of communication equipment & transport owned by the company (In Form 'G')

13.0 Letter of Transmittal:

- 13.1 The applicant should submit the letter of transmittal attached with Open Tender document.

14.0 Tender Submission:

- 14.1 After evaluation of open tender application, a list of qualified agencies will be prepared. Thereafter, financial bid of only those agencies who are qualified for the works will be opened.

15.0 General Conditions:

- 15.1 The Institute reserves the right to:
 - a) Amend the scope and value of contract.
 - b) Reject any or all the bids without assigning any reason.
- 15.2 For any of the above actions, the institute shall neither be liable for any damages, nor be under any obligation to inform the applicants of the grounds for the same.

LETTER OF TRANSMITTAL

From:

(Full address of the Applicant)

To:

The Faculty-In-Charge, Purchase
Motilal Nehru National Institute of Technology,
Allahabad -211004

SUB. : Submission of Open Tender (Two Bid System) application for **“Providing round the clock contractual Security Services for the campus of Motilal Nehru National Institute of Technology Allahabad”**.

Sir,

Having examined the details given in Invitation for OPEN TENDER (TWO BID SYSTEM) published in the news papers and OPEN TENDER document for the above work, we hereby submit the application with complete details.

1. We certify that all the statements made and information supplied in the enclosed forms A to H and accompanying statements are true and correct.
2. We have furnished all information and details necessary for OPEN TENDER (TWO BID SYSTEM)s and have no further pertinent information to supply.
3. We submit the requisite **Solvency Certificate** and authorize the Faculty-In-Charge, Purchase, MNNIT Allahabad to approach the Bank issuing the solvency certificate to confirm the correctness thereof. We also authorize the Faculty-In-Charge, Purchase, MNNIT Allahabad to approach individuals, employers, firms and corporations to verify our competence and general reputation.
4. We submit the following certificates in support of our suitability, know-how & capability for having successfully completed the following contracts:

| <i>Sl. No.</i> | <i>Name of contracts</i> | <i>Certificate from</i> |
|----------------|--------------------------|-------------------------|
| | _____ | |
| | _____ | |

No of Enclosures :

Date of submission :

Signatures of the applicant

FINANCIAL INFORMATION

- I. Financial Analysis- Details to be furnished duly supported by figures in Balance Sheet /Profit and Loss Account for 3 (three) years and certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (copies to be attached).

| Sl. No. | Details | Financial Years | | |
|---------|--|-----------------|-----|-----|
| | | (1) | (2) | (3) |
| i) | Gross annual turnover in Security & Intelligence services | | | |
| ii) | Profit /Loss | | | |
| iii) | Financial Position: a) Cash b) Current assets c) Current liabilities d) Working capital (b-c) e) Current Ratio: E) Current Assets/ Current Liabilities (b/c) f) Acid Test Ratio Quick Assets/ Current Liabilities (a/c) | | | |

- II. Up-to-date Income Tax Clearance Certificate
- III. Certificate of Financial Soundness from Bankers of Applicant.
- IV. Financial arrangements for carrying out the proposed works.
- V. Copy of audited annual account of last three years.

Note: Attach additional sheets, if necessary

(Signature of the applicant)

**PERFORMANCE REPORT OF CONTRACTS REFERRED
IN FORMS 'B' & 'C'**

(Furnish this information for each individual contracts from the employer for whom the contract was executed)

1. Name of contract & Location
2. Agreement No.
3. Annual Value of contract
4. Date of start
5. Date of completion
6. Performance report
 - i) Quality of service : Excellent/ Very good/ Good/ Fair
 - ii) Resourcefulness : Excellent/ Very good/ good/ Fair
7. Any penalty imposed for bad performance:
8. Any litigation pending :

(Signature)
Senior Level Officer of the Client
(Seal of the organization)

Date:

DETAILS ABOUT THE ORGANISATION OF THE COMPANY

| | | |
|----|---|--|
| 1. | Name and address of applicant | |
| 2. | Telephone No. / Fax No. / email address | |
| 3. | Legal status (Attach copies of original document defining the legal status). a) An individual b) A proprietary Firm c) A Firm in partnership d) A limited company or corporation. | |
| 4. | Particular of registration with Registrar of Companies ESI, EPF, Sale Tax etc. (Attach attested photocopies) a) Registration Number b) Organisation/ Place of | |
| 5. | Name and title of Directors and officers with designation who will be directly concerned with this work. | |
| 6. | Have you or your constituent partner(s) been debarred / black listed from tendering in any organization at any time? If so, give details. | |
| 7. | Any other information considered necessary but not included above. | |

(Signature of the applicant)

**AFFIDAVIT REGARDING BLACKLISTING/ NON-BLACKLISTING FROM TAKING PART
IN GOVT.TENDER**

(To be executed on Rs.10/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

I / We Proprietor/ Partner(s)/ Director(s) of M/s. ----- hereby declare that the firm/company namely M/s.-----has not been blacklisted or debarred in the past by MNNIT Allahabad or any other Government organization from taking part in Government tenders.

Or

I / We Proprietor/ Partner(s)/ Director(s) of M/s. ----- hereby declare that the firm/company namely M/s.----- was not blacklisted or debarred by MNNIT Allahabad, or any other Government Department from taking part in Government tenders for a period of ----- years w.e.f.-----.

The period is over on-----and now the firm/company is entitled to take part in Government tenders. In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by MNNIT Allahabad, and EMD/SD shall be forfeited. In addition to the above MNNIT Allahabad, will not be responsible to pay the bills for any completed/ partially completed work.

Signature

Name.....

Capacity in which assigned:

Name & address of the firm:

Date:

Signature of Bidder with seal.

FINANCIAL BID

FOR

“PROVIDING SECURITY SERVICES TO MOTILAL NEHRU NATIONAL INSTITUTE OF TECHNOLOGY ALLAHABAD”

(A) MANPOWER WAGES

| Sl.No. | Category | Strength (Approx.) | Payment |
|--------|---|--------------------|---|
| 1. | General duty guards including lady guard | 143 | As per minimum wages Act-1948 applied for Central Government organization for Watch and Ward category without arms. |
| 2. | Guards with special skills (Arm Guards with communication and transport facility /Guards with driving skills / Guards firefighting skill / Life guards) | 19 | As per minimum wages Act-1948 applied for Central Government organization for Watch and Ward category with Arms. |
| 3. | Supervisor | 06 | Not to be quoted [10% above the wages guards with special skills [Armed Guards] |
| 4. | Security Officer | 01 | Not to be quoted [10% above the Wages for Supervisor] |

Note :- Number of Personnel Guards/General duty / Armed / Supervisor may vary upto the 25% of the agreed numbers at any time.

Services charges: -----% of Manpower Wages

(B) TRANSPORT & COMMUNICATION

| Sl.No. | Category | Unit | Rate per unit [In figure] | Amount [In words] |
|--------|---|------------|---------------------------|-------------------|
| 1 | TRANSPORT & COMMUNICATION | | | |
| i. | Vehicle (like Bolero, Scorpio, etc.) | - | | |
| ii. | Paddle cycle | - | | |
| iii. | Wireless ground station | - | | |
| iv. | Vehicle (Four wheeler) brand new for patrolling | - | | |
| v. | Handheld Walkie-talkie set | 50-60 sets | | |

NOTE:

- 1) Service Tax as per rules will be paid over the Wages and Services charges only.
- 2) At least 33% staff (individual category) should be from Ex Military / Paramilitary / Police Force.
- 3) The number shown above are only indicative and the actual nos. will be decided by the Designated Authority of the Institute in consultation with the security agency, from time to time and depending upon the requirement of the Institute.
- 4) The quoted rates should be inclusive of all taxes; levies, statutory liabilities, bonus to the personnel

employed in the security of the campus if any, accidental expenses incurred by the company in execution of the work, cost of consumable & non consumable items, 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 tenderer shall attach a separate sheet for showing the analysis of rate for each item of the schedule. If he is unable to justify the rates, his offer is liable to be rejected.
- 7) The institute has a right to engage any other security service too, any time whenever it felt its requirement.
- 8) Payment of "Guards (General Duty) including lady guard" with and "Guards with special skills" (Armed Guards with communication and transport facility / Guards with driving skills / Guards with firefighting skills / Life guards) shall be as per rules of "The Minimum Wages Act 1948" applied for Central Government for Watch and Ward category without arms and with arms as applicable.
- 9) Payment of Supervisor shall be more than 10% of the skill guards.
- 10) Payment of Security Officer shall be more than 10% of the supervisor.
- 11) Security agency shall employ the officer (Supervisor and Chief Security Officer) retired from the Military / Paramilitary forces / Police not below of the rank of Inspector or equivalent post.
- 12) Security agency shall ensure that no disciplinary action was initiated against the recruited officer during his service period.
- 13) No. of Guards may be varied up to the 25% of the agreed numbers at any time.
- 14) Quoted service charges should be sufficient to meet out the statutory deductions.
- 15) Vehicle used for patrolling shall cover at least 20km per day.

For & on behalf of M/s.

Signature:

Name: _____

Designation:

Complete Address:

Place:

(Seal / Stamp)

Date:

**TERMS AND CONDITIONS FOR PROVIDING SECURITY SERVICES TO MOTILAL NEHRU
NATIONAL INSTITUTE OF TECHNOLOGY ALLAHABAD**

1. The security agency is required to provide the following services:
 - i) Complete security to the life and property of the residents and the assets of the Institute.
 - ii) Safeguard against trespass.
 - 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 and canine menace.
 - vii) Pursuance of cases registered by the community with local police and filing of FIR, whenever required.
 - viii) Assist the Institute in maintenance of day-to-day discipline and smooth running of various activities.
 - ix) Provide timely intelligence inputs to the Institute administration.
2. The Security Agency shall not employ any local personnel residing within the radius of 10 kms from the Institute. Violation of this condition shall be treated as breach of contractual conditions and shall attract penalty points.
3. The Security Agency shall employ the officer (Supervisor and Chief Security Officer) retired from the Military/Paramilitary forces/Police not below of the rank of Subedar/Inspector or equivalent post.
4. Security Agency shall ensure that no disciplinary action was initiated against the recruited officer during his service period. A certificate to this effect shall be provided by the Security Agency in respect of each and every recruited officer. The recruited officers shall be medically fit.
5. At least 33% security personnel shall be from Ex Military/Paramilitary.
6. On revision of minimum wages by the Government of India, the Security Agency will be responsible for seeking approval of the revised rates from the Institute authority along with the copy of order of competent authority. Any liability arising on account of the delay in same will lie on the Security Agency.
7. Vehicle to be used for patrolling shall be equipped with public address system and vehicle mounted wireless set. The vehicle shall be used for escorting the vehicle of the Director or other dignitaries as required from time to time and shall cover at least 20 Kms per day on an average. The vehicle shall be used for patrolling of entire Institute at regular interval.
8. Every security guard deputed by the security agency shall be at least matriculate. Violation of this condition shall be treated as breach of contractual condition and attract penalty points.
9. On 26th January and 15th August, security agency will ensure that the personnel deployed in uniform and the rehearsed of the parade has been done one day in advance and the security supervisor/officer will assist in the proper arrangement for the flag hosting in the Institute.

10. EPF & ESI shall be paid by the Institute along with the first month bill and subsequently the same will be paid on monthly basis along with the bill only if deposit Challan & ECR of the previous month is enclosed along with the bill. Any liability arising on account of the delay in same will lie on the Security Agency.
11. The Security Guards shall be smart and properly turned out with boots /shoes, belt, caps, badge, whistle etc., and carry an identity card duly attested by the Executive of Security Agency. A photocopy of these cards along with computer data shall be given to the Institute for record, verification etc.
12. The Security Agency shall provide proper uniform (shoes, caps, canes / stick etc.) to every personnel deployed by them in the Institute Campus at their own costs and expenses.
13. The Security Agency shall ensure that before deputing the security staff, they will verify the antecedents of all their staff and provide to the Institute a complete dossier of particulars of each security personnel proposed to be deployed along with the records of police verification, in original. Non-compliance with this provision shall be deemed to be violation of the contract, inviting penal action.
14. The Institute shall have the right to check, from time to time, the turn-out and uniforms worn by the security personnel as well as their fitness to perform security duty up to the satisfaction of the Institute. The Institute shall also have the right to check and supervise the security personnel on duty through an Institute level Security Advisory & Executive Committee (SAEC) or any other representative appointed by the Director. The decisions of the SAEC shall be binding on the Security Agency.
15. The Security Agency shall comply with all statutory requirements existing as well as those promulgated from time to time, viz. the Payment of Wages Act, Provident Fund Act, Employee State Insurance Scheme, Family Pension Fund Act, Bonus, Gratuity Act, Shop & Establishment Act, Contract Act etc, whichever is/are applicable to the organization of Security Agency and shall be held responsible, accountable, answerable, explainable, as the case may be, for the lapses committed by them in this regard. Further, Security Agency shall not involve the Institute in any way whatsoever in any dispute with regard to compliance of statutory provisions and in case of any violation of any law; the Security Agency shall be solely responsible. In case due to violation of any law, including labor laws etc., any liability is put upon the Institute, the Security Agency hereby indemnifies the Institute completely.
16. The Security Agency shall supply a certified copy of their registration under the Provident Fund Act, ESI, Labor Department (c) and Income Tax/ Service Tax etc. to the Institute within three months from commencement of this agreement.
17. The personnel deployed by the Security Agency in the Institute shall be removed immediately if the Institute considers such removal necessary on administrative grounds. The Security Agency shall also immediately remove any personnel who is found not to be discharging his duties correctly or is of doubtful character and shall replace him with substitute personnel either on its own or on the demand of the Institute and only after due approval of the Chairman/Officer-in-charge Security services. In case of removal of such personnel, no claim shall be maintainable against the Institute.
18. If the Institute incurs any expenses or any liability is put on them in connection with the deployment of the employee of Security Agency, the same shall be adjusted from the bill of Security Agency.

19. The Security Agency shall make serious efforts to control and eliminate the cattle menace, which include not only cows and buffaloes but also other animals like pigs, monkeys, dogs, blue-bulls and snakes etc., from the campus premises.
20. The responsibility for taking appropriate security measures shall be entirely that of the Security Agency. The Institute shall be entitled for compensation against the Security Agency, in case a proper joint inquiry establishes that the theft or loss or damage has been caused due to negligence of the Security Agency or any of its employees. The said compensation shall be in addition to the findings and recommendations that the joint enquiry may propose. The maximum amount of compensation payable by Security Agency will be limited to inspection and supervision charges payable to Security Agency for the month in which the loss or damage occurs. However, after enquiry, if it is found that such theft or loss or damage has been caused by acts of commission and omission of the personnel of the Security Agency or if the personnel of the Security Agency has either taken active part in such acts or has aided and abetted in the acts of such commission and omission, the Institute or its employees to whom loss is caused, shall be indemnified/compensated by the Security Agency on actual basis.
21. The Institute shall identify the requirement of personnel and equipment, to be deployed for the security of the campus, in consultation with the Security Agency. However the tentative requirements, based on past experience, are shown in the SECTION A. The Institute reserves the right to increase or decrease the quantities specified in the SECTION A to the extent of 30% (thirty percent) without any change in unit price of the individual items or any other terms & conditions.
22. The vehicles provided by the Security Agency shall be in reasonably good condition/preferably brand new, so as to ensure efficient service. The Security Agency has to ensure that the jeep deployed for patrolling duty must cover minimum 20 km/day within the Institute campus and in the event of any shortfall in the mandatory mileage, the Institute shall deduct an amount @ ₹5.00 per km from the bill. The patrolling vehicle being out of order for more than one day will attract penalty points given in Section - E.
23. The Security Agency shall submit a certificate along with the monthly bills certifying that the personnel employed by them in the campus of the Institute have been paid at least minimum wages, as in force from time to time, in accordance with the provisions of the Minimum Wages Act, EPF act and that all other statutory requirements under labor laws in this regard have been complied with.

Any violation of the provision of Minimum Wages Act, EPF act and any other statutory requirements under labor laws shall render the contract liable for termination. The Institute shall also proceed against the defaulting agency as per the provisions of the relevant laws.

24. The contract price shall be all inclusive and nothing extra shall be payable over and above the accepted contract price in respect of the Scope of Work defined in the SECTION A placed at section D. However, if the prescribed minimum wages are revised by the Labour Commissioner (Central), the Security Agency shall revise the wages of the personnel accordingly, and submit the same to the Institute for approval.
25. The Security Agency shall take into consideration all levies and statutory taxes while quoting the tender. However if any fresh taxes, charges etc. are levied by the Local / State / Central Govt., subsequent to the date of opening of tender, the same shall be reimbursed by the Institute against proof of production of payment.

26. The security personnel shall remain on duty for 8 (eight) working hours. The security personnel should not be deployed for more than 8 hours in a day. The personnel shall not leave his place of duty/duty point until his reliever reports for duty. Deserting the place of duty/duty point by the security personnel without having been properly relieved will attract penalty points.
27. At no time shall there be more than 10% of the contracted manpower on leave or absent from the Institute duty. In case of long-term absence due to sickness, leave etc., one Security Agency shall ensure replacement and manning of all security posts by overtime without any additional liabilities to the Institute. In addition, no supervising field staff as well as the guards shall be removed from Institute duty without seeking prior consent of the Officer-in-charge Security or any person authorized by the Director in this regard. Breach of this clause will attract penalty points.
28. All the assets and articles provided by the Institute shall be the property of the Institute and the Security Agency shall be merely the custodian of such assets and articles. On termination of security contract either by efflux of time or any time earlier than the stipulated period as the Institute may decide at its sole discretion, such property shall be handed over to the Institute forthwith.
29. In addition to the number of personnel listed in the SECTION A, the Security Agency shall undertake to engage / employ and provide additional number of well trained guards as and when required by the Institute, on reasonable notice.
30. The payment for services under this agreement shall be made on monthly basis, through crossed-cheque/bank transfer, drawn in favour of the Security Agency payable at Allahabad. The cheque transfer shall be paid within 7 working days of receipt of the bill for each calendar month (*From 26th of existing month to 25th of next month*), duly supported with the requisite details of the daily attendance and other records, which shall be open for inspection by the Institute. The final payment shall, however, be made only after adjusting all the dues/claims of the Institute.
31. The persons employed by the Agency for the security of the Institute will be the employees of the Security Agency and the Institute shall have nothing to do with their employment or non-employment. Under no circumstances any liability in respect of matters connected with their employment shall be held against the Institute and the Security personnel employed by the Security Agency shall have no right whatsoever to claim employment from the Institute.
32. The Security staff employed by the Security Agency shall not join any union of the Institute nor shall they make any claim for service or other matter. They shall also not form any union associated with the Institute and shall have absolutely no claim to subscribe or for election in any of the unions of the Institute.
33. The Security Agency shall undertake, at their own expense but to the satisfaction of the Institute, a continual updating of skill, processes and procedures followed by the Security staff employed in the security of the Institute by organizing suitable training programs for them on the routine basis. This training program may be included in their duty, like two hours in a week. It may include various aspects of security of a vital installation, major expected threats, and measures to curtail these threats, use of security equipments, and use of fire arms to armed guards etc.
34. Any payment, required to be made by the Security Agency to its personnel, in compliance with any of the laws of the land, shall be the sole responsibility of Security Agency. This would include specific responsibility with regard to the provision of the Minimum Wages Act and / or any other law, which

may be applicable in the case. The Institute will in no case be responsible for default, if any, in this regard. Even if, as per provision of any relevant enactment, the liability becomes that of the Institute, it is clearly agreed that the same shall be deemed to be that of Security Agency and shall be discharged by them. The Institute's liability towards personnel will be limited to the extent of the contract price accepted by the Institute.

35. The Security Agency in discharge of its duties will be bound by operational parameters given in **Section-E** enclosed.
36. All matters and disputes arising out of this agreement will be subject to the jurisdiction of the courts located at Allahabad.
37. The Security Agency shall maintain proper liaison and contact with the local police / civil administration etc. for smooth and peaceful day-to-day working of the Institute. The security agency shall be fully responsible for taking follow up action and for pursuing the First Information Reports (FIRs) lodged by the residents of the campus with the police department.
38. The Security Agency shall ensure that the transport and communication equipment, as mentioned in the section- A, are maintained in perfect working order round the clock. In case of any major fault requiring more than three day's time to make them operational, the Security Agency will provide replacements for them free of charge.
39. The contractor shall submit Photocopy of the latest Income tax Clearance Certificate duly attested by a gazetted officer along with the tender:
40. The Security Agency shall be bound to perform the assigned jobs even though the same may not have been included in the scope of work. The charges for the extra services should be settled mutually.
41. A prospective bidder, requiring any clarification of the Bid Documents shall notify the **Faculty In-charge (Purchase)**, MNNIT Allahabad in writing or by Fax at his mailing address indicated in the Invitation for Bids. He shall respond in writing to any request for clarification of the Bid Documents, which he receives not later than 7 days prior to the last date for the submission of bids. Copies of the query and clarifications by him shall be sent to all the prospective bidders who have received the bid documents.
42. At any time, prior to the date of submission of bids, the Institute 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 amendment.
43. The amendments shall be notified on the website of the Institute, i.e., www.mnnit.ac.in. and on e-procurement portal www.tenderwizard.com/MNNIT. In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the Institute may, at its discretion, extend the deadline for the submission of bids suitably.
44. The Security Agency shall be responsible for all injuries and accidents to persons employed by them. However, the Health Center facilities shall be available to the personnel only in respect of the injuries sustained by them in execution of the duties, which shall be restricted to the extent of primary health services only without any further encumbrances, monetary or otherwise. The Institute shall stand indemnified in respect of the treatment provided under such exigencies.

45. The Security Agency shall be responsible for the good conduct and behaviour of its employees. If any employee of the Security Agency is found misbehaving with the Institute Staff/employees/faculty and their family members or students of the Institute, the Security Agency shall terminate the service of such employee at their own risk and responsibility. The Security Agency shall issue necessary instruction to its employees to act upon the instructions given by the Officer-in-charge of the Institute Security.
46. Individual signing the bid or other documents connected with the contract shall indicate the full name below the signature and must specify whether he is signing as:
- a) A sole proprietor of the firm or constituted attorney of sole proprietor.
 - b) A partner of the firm, in which case he must have authority to represent for arbitration of disputes concerning the business of the partnership firm either by virtue of the partnership agreement or power of attorney.
 - c) Constituted attorney of the firm.

Provided that,

- i) In case of (b) above, a copy of the partnership agreement or general power of attorney, in either case, attested by a Notary Public, or affidavit on stamp paper of all the partners admitting execution of the partnership agreement or the General Power of attorney shall be furnished.
- ii) In case of partnership firms, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner the tender offer and every partner of the firm shall sign all other related documents.
- iii) A person signing the tender form or any other documents forming the part of the contract on behalf of another shall be deemed to be warranty that he has authority to sign, such documents and if, on enquiry it appears that the person has no authority to do so, the Institute may, without prejudice to other civil and criminal remedies, cancel the contract and make or authorize execution of contract / intended contract at the risk and cost of such person and hold the signatory liable to the Institute for all cost and damages arising from the-cancellation of the contract including any loss which the Institute may have on account of execution of contract / intended contract.

Individual signing the tender or other documents connected with the contract shall indicate the full name below the signature and must specify the capacity and authority under which he signs such document and shall also submit documentary evidence of his authority duly attested by a Notary Public.

In the event of any loss being caused to the Institute on account of the negligence of the employee of the Security Agency, the agency shall make good the loss sustained by the Institute, either by the replacement or on payment of adequate compensation on actual basis.

47. The Security Agency shall not appoint any sub-agency to carry out any obligations under the contract.

48. None of the employees of the Security Agency shall enter into any kind of private work within or outside the campus of the Institute. Non-compliance with this provision will be deemed to be violating of the contract, inviting penal action.
49. The employees of the Security Agency shall be of good character and of sound health and shall not be less than 21 years or more than 50 years of age in case of Security Guards and 60 years in case of Supervisors. The minimum height of the Security staff should be at least 5' -6" for male except in case of hill tribes. For female the minimum height should be at least 5' – 2". Anyone found below the minimum standard shall be removed immediately from the Institute and agency shall be liable for penalty points.
50. The Security Agency shall maintain a Complaint Book at the main entrance gate which will be made available to the supervisory staff of the Institute Security and the residents / employees of the campus.
51. In a manner satisfactory to the Institute, the Security Agency shall provide necessary expertise and trained manpower to attend to various needs of security services at the Institute buildings, hostels, residences and the campus in general.
52. The Security Agency will have to accept full responsibility to uphold labour, tax, welfare and such other employer's obligations in respect of his employees in consonance with the laws of the land, against all claims, damages or losses of every nature or kind, whatsoever, ensuring no liability or involvement of the Institute.
53. Security agency shall ensure protection of all properties and personnel of the Institute, whether on its campus or in transit, against trespass and willful harm, by deploying fail-safe preventive measures, providing early warnings and mobilizing trouble -shooting efforts.
54. Security Agency shall abide by all laws of the land including, Contract Labour (Regulations & Abolition) Act 1970, Employees' Provident Fund & Miscellaneous Provisions Act, 1952, Employees' State Insurance Act, 1948, Minimum Wages Act, 1948, apart from tax deduction liabilities, welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein, though any such onus shall be the exclusive responsibility of the Security Agency, and it shall not involve the Institute in any way whatsoever.
55. The Security Agency shall supply trained manpower for the security duties in the campus. It shall also undertake at its expense and to the satisfaction of the Institute, a continual updating of skills and procedures followed by the Security staff. For this purpose the agency shall organize suitable training camps for its cadres from time to time.
56. In case of any dereliction of duty, gross neglect, an unintended or intended damage caused by the Security Agency or its staff or otherwise, any harm done to the Institute, its properties, its designated officials or other employees, the Security Agency shall be liable to make good the loss or pay compensation, refund expenditure on legal/judicial proceedings as well as pay penalty, which the Director may deem fit.
57. Total duration of contract shall be of **03 (THREE) years** (initially for one year and extendable for another 2 years on two occasions of one year each, based on the satisfactory performance of the agency), subject to quarterly appraisal and review by the Designated Authority of the Institute. In case the performance of the agency is not found to be satisfactory as per parameters set out in

Section-E of the contract or not in conformity with the terms & conditions of the agreement under **Section -D**, the contract shall be terminated even before the scheduled time by giving advance notice of 3 (three) months to this effect. In the event of premature closure of contract for reasons mentioned herein above, the Security Deposit shall be absolutely forfeited.

58. Security Agency shall supply standard uniforms with name-plates/name- tags to the persons engaged on duty. The Institute shall not allow any employee of the Security Agency to work inside the Institute without the uniform. If during the period of contract the uniforms are worn out, it shall be the responsibility of the Security Agency to supply another uniform to the persons and it will ensure that the persons wear only proper uniform while they are on duty in the Institute. The Security Agency shall get the identity card of each employee attested from the Security Officer of the Institute. The Institute shall not provide any kind of weapons, batons, torch etc. nor incur any expenses in this regard. It would be the responsibility of the Security Agency to supply such minor equipment necessary for discharge of duty.
59. The Security Guards and Security Supervisors shall be required to work in three Shifts. However no Security Guard/Supervisor shall be allowed to perform continuous duty beyond one shift.
60. The Security Agency shall have proper standards and procedures for recruitment of guards and supervisors. 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.
61. 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 syllabi for the training.
62. 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.
63. 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.
64. Security Agency shall apply to the Labour Commissioner (c) for obtaining a labour license within a reasonable time and will submit a copy of the license to the security officer of the Institute.
65. **Price Bid of only technically qualified bidders shall be opened.** Earnest Money of the unsuccessful bidders shall be refunded without any interest within 45 days after the receipt of written acceptance of the successful bidder.
66. The bid shall remain valid for a period of **180 days** from the date of opening. In exceptional circumstances the institute may request for bidder's consent for the extension of validity period of the tender. 100 percent Earnest Money Deposit will be forfeited if the bidder declared successful fails to turn-up to execute agreement for execution of the task.
67. Anyone or more of the following action / commission / omission are likely to cause summary rejection of bid:
 - (i) Any bid received late without conclusive proof that it was delivered before the specified closing time.

- (ii) Any bid received unsealed or improperly sealed.
 - (iii) Any conditional bid or bid offering rebate.
 - (iv) Any bid in which rates have not been quoted in accordance with specified formats / details as specified in the Bid Document.
 - (v) Any bid received without and latest attested ITCC copy.
 - (vi) Any effort by a bidder to influence the Institute in the bid evaluation, bid comparison or contract award decision.
 - (vii) Any bid received with period of validity of bid shorter than **180 days**.
68. The award of work order, when issued to the successful bidder, constitutes the contract with collateral support from terms and conditions of the tender invitation notices as well as formal agreement on stamped paper affixed with non judicial stamps, all of which finally form the contractual obligations to be adhered to performed by the bidder and the non performance of any of such obligations make the bidder liable for consequential effects.
69. The bid shall not contain corrections, erasures or over writing except as absolutely necessary to correct errors made by the bidder. Such corrections etc. shall be signed and attested by the person or persons signing the bid. Whitener is any condition is strictly prohibited.
70. The bidders are advised to refrain from stipulating any conditions, rebates etc. in violation of the terms of the tender. The Institute reserves the right to reject such tenders in which conditions of rebate is stipulated, without assigning any reason thereof.
71. The Institute does not bind itself to accept lowest or any other tender. The Institute reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereto incurring any liability to the affected bidder or bidders on the grounds of the Institute action.
72. The successful bidder shall have to execute an agreement with the Institute on a non- judicial stamp paper of ₹100/- (Rupees one hundred only) and commence the work within 1 (one) month from the date of award, failing which the Institute shall be at liberty to forfeit the earnest money and proceed to appoint another agency as it may deem fit.
73. The successful bidder will be required to deposit with the Institute **Rs 30.00 lakhs** (Rupees Thirty Lakhs) only as **Performance Guarantee (PBG)** for the entire duration of the contract.
- 74. Arbitration:**
- Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement on any matter whatsoever, shall, before/ after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute at the time of the dispute.

If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns / withdraws for any reason from the position of arbitration, it shall be lawful for the Director of the Institute to appoint another person to act as Arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which his predecessor left it, if both the parties consent to this effect, failing which the Arbitrator shall be entitled to precede de-novo.

It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to Arbitrator at the time of invocation of arbitration under this clause. It is also term of the contract that the cost of arbitration shall be borne by the parties themselves.

Subject as aforesaid the provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment thereof or rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

75. Force Majeure:

If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events), provided notice of happenings of any such eventuality is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance. The operation of contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the Institute as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may at his option terminate the contract.

Provided, also that if the contract is terminated under this clause, the Institute shall be at liberty to take over from the Security Agency, the security personnel, vehicles & equipment deployed in the campus until a new security agency is appointed and commences the operation.

**Faculty-In-charge Purchase
MNNIT Allahabad**

PARAMETERS

The main Security objectives of MNNIT Allahabad are as under:

- 1 Prevention of loss of the Institute and private property by thefts, burglaries, dacoities etc.
- 2 Prevention of injury, assault and violation of the persons, especially women residents and legitimate visitors. Providing protection to everyone, considering liberal and open culture among residents.
3. Smooth conduct of functions, conferences, dignitaries' visits, cultural events.
- 4 Freedom of the campus from cattle, tree poachers and other unwanted elements.
- 5 The Security parameters will there have been:
 - i. Theft related.
 - ii. Patrolling related
 - iii. Discipline
 - iv. General
- 6 A point system will be in operation under which operational failures, depending on type and frequency, will entail point penalties. The liability of Security Agency will not only be in terms of these points but also to the extent of the recommendations of the Joint Enquiry. Every point will entail a financial obligation of ₹500/- on the part of Security Agency subject to a maximum of ₹2,50,000/- or 10% of the gross payment to Security Agency in a month, whichever is less.

POINTS ALLOCATION

1. Dacoity

Forced armed entry within any campus area, resulting in looting of the place and / or injury to limb / life or both.

THIS MAY LEAD TO TERMINATION OF THE CONTRACT.

2. Thefts

| <u>Sl. No.</u> | <u>Type of theft</u> | <u>Penalty points (units)</u> |
|-----------------------|---|--------------------------------------|
| i) | Major break in an official/residential premises and theft of goods that need some form of transportation. | 100 |
| ii) | Major break in a premises and theft of goods that do not need transportation | 80 |
| iii) | Lock breaking of a premises and theft of goods that need some form of transportation | 70 |
| iv) | Lock breaking of a premises and theft of goods that do not need transportation | 60 |
| v) | Lock opening of a premises and theft of goods that need some form of transportation | 40 |
| vi) | Lock opening of premises and theft of goods that do not need transportation | 30 |

| | | |
|-------|---|-----|
| vii) | Lock breaking/ opening without any theft | 20 |
| viii) | Theft of one or more bicycles on a single week | 10 |
| ix) | Isolated theft of one scooter/ motorcycle | 30 |
| x) | Theft of more than one scooter/ motorcycle on a single day. | 80 |
| xi) | Isolated theft of a car | 50 |
| xii) | Theft of more than 1 car on a single day | 100 |

3. Patrolling

| <u>Sl. No.</u> | <u>Type of incidence due to patrolling lapse</u> | <u>Penalty points(units)</u> |
|----------------|--|------------------------------|
| i | Molestation case, single person involvement. | 80 |
| ii | Molestation case where a group of miscreants is involved. | 100 |
| iii | Eve teasing case where group of miscreants is involved | 50 |
| iv | Molestation / eve teasing / chain snatching case where helps take more than 7 minutes to arrive after reporting. | 100 |
| v | Rowdiness / rioting on the campus | 40 |
| vi | Patrolling vehicle out of order for more than 01day | 50@ per day |
| vii | Patrolling more than two bicycles out of order for more than 01 day | 10 |
| viii | Major break in of an official/residential premises and theft of goods that need some form of transportation | 100 |
| ix | Strength deployment relative to the deployment chart | 25 |
| x | Strength short fall by more than 10% on any given day | 50 |

4. Discipline

| <u>Sl. No.</u> | <u>Type of cases of in-discipline</u> | <u>Penalty Points (Units)</u> |
|----------------|---|-------------------------------|
| i | Rude and unpleasant behavior of security personnel with campus resident (for each incident) | 30 |
| ii | Non-compliance with instructions /orders | 100 |
| iii | Failure in drill test / random call | 50 |
| iv | Recruiting personnel residents of a place located within 10 km from the Institute (for each day after recruitment/deployment) | 10 |
| v | Recruiting/deploying illiterate personnel and/or recruiting/ deploying personnel of more than 50 yrs, except in case of supervisory staff & above (for each day after recruitment /of deployment) | 10 |
| vi | Breach/violation of contractual conditions (for each act of commission/omission) not covered in any of the above Columns - as per the decision of the Designated Authority of the Institute depending on the level of breach | |

5. **General Nature**

| <u>Sl. No.</u> | <u>Lapses of general Nature</u> | <u>Penalty points/month (Units)</u> |
|-----------------------|--|--|
| i) | Lack of cattle control | 50 |
| ii) | Lack of cattle & monkeys menace control in residential area | 50 |
| iii) | Lack of cattle & monkeys menace control in campus thorough fares | 50 |
| iv) | Presence of unwanted elements on the campus | 40 |
| v) | Rash driving on campus. | 30 |
| vi) | Entry of unauthorized vehicle on the campus | 40 each case |

6. **Compounding:**

Repeated complaint of the same type (more than 4 times in any given month) will entail a multiplication factor of 4 on the points.

7. **Reward:**

Concerned person should be rewarded individually, as per the decision of the Designated Authority of the Institute.

8. **GENERAL MECHANISM:**

(A) PENALTY POINTS

Penalty / reward bonus points will be finalized by the Designated Authority of the Institute once in a month during client co-ordination meeting to be held in the first week of every month. Adjustments will be made at the end of each quarter by first adjusting reward points against penalty points. The net point balance of the penalty will be charged at the rate of ₹500/- per point, subject to a maximum of 10% payment in that quarter and will be deducted from the bill due next month. The reward point surplus, if any will be carried forward to the next quarter. No cash reward will be due and payable to Security Agency.

(B) JOINT ENQUIRY

The Institute will be entitled for compensation against the Security Agency, in case a proper joint inquiry establishes that the theft or loss or damage has been caused due to negligence of the Security Agency or any of its employees. The said compensation shall be in addition to the findings and recommendations that the joint enquiry may propose. The joint enquiry committee shall be constituted by MNNIT Allahabad which will be inclusive of one person from the security agency deployed at Allahabad.

**Faculty-in-charge Purchase
MNNIT Allahabad**