

Indira Gandhi National Tribal University, Amarkantak (M.P)



TENDER DOCUMENT FOR PROVIDING SECURITY SERVICES AT LALPUR CAMPUS, AMARKANTAK

Tender No. H/2018/SS/05A/165

Cost of Tender Document	: Rs 5000/-
<u>Estimated Cost of the Tender</u>	<u>: Rs 2.50 Crore)</u>
Last Date for submission of Tender	: 20.03.2018
Date & Time for opening of Tender	: 21.03.2018 at 11:30 AM
Address for submitting Tender	: Registrar, IGNTU, Amarkantak (M.P.)
Location and Area to be Covered	: Whole IGNTU Campus at Podaki, Lalpur, Amarkantak (M.P.) (Including residential area).

A pre-bid meeting will be held on 07.03.2018 at 3:30 p.m. at conference Hall No. 02, Administrative Building, IGNTU, Amarkantak (M.P.) 484887, wherein the prospective bidders can seek clarification, if any.

Registrar

**Indira Gandhi National Tribal University
Lalpur, Amarkantak, Distt- Anuppur (M.P.) - 484 887**

Website: {<http://www.igntu.ac.in>}

INDIRA GANDHI NATIONAL TRIBAL UNIVERSITY

Chapter – 01

INSTRUCTIONS TO BIDDERS:

1. Sealed tenders (Two Bid System) are invited for providing Security Services from reputed firms with adequate capacity, experience and sound financial standing. Interested eligible bidders may download the Tender Document from the University website: www.igntu.ac.in on payment of non-refundable fee of Rs.5000/- through online payment in favour of “Indira Gandhi National Tribal University payable at Central Bank of India, Amarkantak (A/C No. 3262189064, IFSC: CBIN0284695).
2. **This tender is a two bid process. First, Technical Bid and Second, Financial Bid.** The **Technical Bid** shall contain the complete Technical & Commercial details as per **Annexure- IV**. The **Financial Bid** shall contain the Price Schedule & other financial Terms & Condition as per **Annexure-V**.
3. **The Technical Bid and Financial Bid shall be placed in two separate envelopes duly superscribed Technical Bid for providing Security Services and Financial Bid for providing Security Services respectively.** Each of these two sealed envelopes containing the respective Bids shall carry on the face of it the Tender No., Name and Address of the Tenderer. Further the two sealed envelopes/covers shall be put into an OUTER COVER and sealed. The OUTER COVER shall only indicate the tender No. Name and dates of closing/opening prominently along with the address of University. i.e. The Registrar, Indira Gandhi National Tribal University, Lalpur, Amarkantak, Anuppur, MP & shall be **superscribed “Tender for providing Security Services”**.
4. The Technical Bid shall be opened in the presence of tenderers or their authorized representatives who may wish to attend the opening of tenders, in Conference Hall No-2, Administrative Block, Indira Gandhi National Tribal University, Amarkantak, M.P. at 11:30 AM. on 21.03.2018.
5. The Financial Bids will be opened at a later date for only those bidders whose Technical Bid fulfils the requirements of tender documents as mentioned in the Terms and Conditions of contract and meets all technical details contained in this tender document.
6. The decision of the Competent Authority of the University shall be final and binding on the bidders.
7. The tender duly filled in and complete in all respect, along with all the above mentioned documents duly signed on each and every page thereon should reach the Registrar, Admin Block, Lalpur, Amarkantak, Distt- Anuppur, MP on or before 20.03.2018 through **Speed Post/Registered post only**.

(Tender documents contained 24 pages having Chapter 01 to 07)

Registrar
Indira Gandhi National Tribal University
Amarkantak (M.P.)

Chapter – 02

Terms and Conditions of Contract

Eligibility and qualification requirements of Tenderers:

- i. The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956. Bidder in the form of JV/Consortium, Proprietorship, Partnership, Director General of Resettlement sponsorship, Ministry of Defence or DGR registered and being run by Ex-serviceman or any other legal entity may be permitted. Proof for supporting the legal validity of the Bidder shall be submitted along with the bid.
- ii. The Bidder should be compulsorily registered with Department of Home affairs (state/central govt.) / Director General of Resettlement, Ministry of Defence (DGR-Ministry of Defence).
- iii. The security Agencies should be registered under the Private Security agencies (Regulation) Act 2005 with a valid license to operate security service in the State of MP. The agencies must comply with and follow all the provision of MP Niji Suraksha Abhikaran (Viniyaman) Niyam. **The agency should have valid Private Suraksha Abhikaran (Viniyaman) Niyam license issued by MP Government**, Home Department for providing security service in MP State under the Private Security Agencies Rules.
- iv. The agency/firm should have an **experience of minimum three years** in the relevant field and must be doing such services for various reputed organizations/departments of Government of India/State Govt/Public Sector Undertakings/statutory bodies/MNCs/autonomous bodies etc of similar capacity/volume.
- v. The agency/firm should be **registered under ESI Act/ PF Act** and possess **GST/EPF/ESI/Registration** etc (copies to be attached).
- vi. The agency/firm should have valid Labour Licence/Certificate for the number of personnel to be deployed by it and must be **registered with Labour Department**. (copy to be attached).
- vii. The agencies should be registered with other Statutory Authorities for running of the security services in the MP.
- viii. The agency/firm should have a **minimum turnover of Rs.3.00 Crore (Rupees three Crore)** during the last five years. (copies of Income Tax returns Attested/Audited Balance Sheets to be attached)
- ix. The details of inputs/information required to be submitted by the agency are listed in the format for Technical Bid (**Annexure – IV**).
- x. **Satisfactory Performance Certificate** from at least three Govt./PSU/MNC organizations is to be submitted along with Technical Bid.
- xi. The agency/firm should not have been blacklisted by any Government department.
- xii. The **details of current and previous clients** are to be submitted by the agency, in a tabular format, incorporating the following details:
 - (a) Name of Office
 - (b) Contact Person (Tel.No./Email ID)
 - (c) Period and volume of work with the manpower deployed
- xiii. The tenderer should have registered/ Branch Office in MP.
- xiv. Tender incomplete in any form will be rejected outright. Conditional Tenders will be rejected outright.

2. BID DOCUMENTS

The tenderer is expected to examine carefully all instructions, conditions, forms, agreement, specifications, annexes, schedules, etc. in the Tender document. Failure to comply with the requirements for submission of Tender, will be at the tenderer's risk and Indira Gandhi National Tribal University shall not be liable for any damages/claims arising thereof. Tenders, which are not substantially responsive to the requirements of the Tender document, shall be rejected.

Before placing the order and during the currency of the tender, the university reserves the right to inspect the premises of the tenderer to ensure its compatibility / truthfulness/ capability etc.

3. ACCEPTANCE OF OFFER

Acceptance of offer will be communicated by the Tenderer, in writing by formal "Acceptance of Tender" within ten days of the receipt of the offer. Only on acceptance, the same shall be followed by signing of Agreement.

4. BID SECURITY (EARNEST MONEY DEPOSIT)

The earnest money of Rs. 5,00,000/- (Rupees Five Lakhs Only) as per **Annexure – III** is to be deposited in Indian Rupees in the form of Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment through online in favour of "Indira Gandhi National Tribal University, payable at Central Bank of India, Amarkantak (A/C No. 3262189064, IFSC: CBIN0284695). The Earnest Money should remain valid for a period of forty five days beyond the final bid validity period.

- i. Earnest money of the unsuccessful tenderer(s) shall be **refunded within 30 days** of the completion of the tendering process on the request of the tenderer.
- ii. EMD of successful tenderer will be refunded on receipt of Performance Security.
- iii. No interest shall be paid on Earnest Money.
- iv. Earnest money shall stand forfeited
 - a. if the bid is withdrawn at any time before the validity period, or
 - b. if the successful tenderer fails to execute the contract and / or does not deposit the Performance Security within the stipulated period.

5. PERFORMANCE SECURITY

Successful tenderer will have to furnish Security Deposit at the rate of 5% of the annual value of the tender in Indian Rupees in the form of Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment through online in favour of "Indira Gandhi National Tribal University, payable at Central Bank of India, Amarkantak (A/C No. 3262189064, IFSC: CBIN0284695). The Performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the tenderer. **(An agreement as per Annexure VII is also to be signed by the tenderer at their cost on proper stamp paper of Rs.100/-).**

The Security deposit shall be released by the University only after two months of completion of the contract and after deducting any amount due from the Tenderer against *contractor's performance obligations under the contract.*

If the contractor fails or neglects any of his obligations under the contract, IGNTU reserves the right to forfeit either whole or any part of the Performance Security furnished by the bidder as penalty for such failure.

6. INCOME TAX / SERVICE TAX

The successful tenderer will have to necessarily furnish a copy of the PAN/TAN/GST and a copy of Service Tax No./ return for last 3 years.

7. PRE-BID ASSESSMENT

Agencies are advised to visit the place of work for assessing the nature and volume of work realistically before quoting the rates.

The Bidder should inspect the site before filling in and submitting the tender to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof. Tender must be submitted in original and without making any additions, alternations, and as per details given in other clauses given hereunder. The requisite details shall be filled in by the Bidder in the Tender Document wherever required.

8. PRE-BID MEETING

A pre-bid meeting will be held on 07.03.2018 at 3:30 p.m. at Conference Hall -2, Admin Block, IGNTU wherein the prospective bidders can give PowerPoint presentation & seek clarification, if any.

9. NO TENDER SHALL BE CONSIDERED, IF:-

- i. Cost of the Tender Document not paid.
- ii. Not submitted in prescribed form and not accompanied with bid security (Earnest Money Deposit) as specified in (**Annexure – III**)
- iii. The tender is conditional and inconsistent with the terms and conditions of the Tender Document.
- iv. More than one rate is quoted for the service.
- v. The tenderer submits more than one tender or authorizes the submission of more than one tender on its behalf by one or more authorized person(s)/Company(s).
- vi. The tender is received after the dead-line for submission of bid.
- vii. The tender document is not signed (with date) by the tenderer on each and every page in token of having accepted the terms and conditions of tender.
- viii. The rate is not all inclusive of all the financial obligations / implications to IGNTU.
- ix. *If there are any legal/criminal proceedings pending/contemplated against the firm or any staff members of firm wherein the integrity of the Firm/Company or any of its staff members is under suspicion/inquiry/investigation (As the case may be) before any agency like Police, Crime Branch, Central Bureau of Investigation, Vigilance Cell, Central Vigilance Commission etc. and other such agencies empowered to do so under the extant laws.*

10. RESPONSIBILITIES OF THE FIRM/AGENCY:

- i) The firm/agency should take utmost care not to leak/divulge any information of the IGNTU.
- ii) The losses sustained to the IGNTU due to negligence of the services of the firm/agency in the form of loss/damage of property will be recoverable from the firm/agency as per the estimation in terms of money value by the IGNTU and the decision of the IGNTU in this regard shall be final and binding on the firm/agency.
- iii) The agency/firm shall maintain the highest standards of ethics during the execution of the contract. Character and antecedents of all personnel deputed for services in IGNTU should have been verified by the Firm/Agency through Police. In case of doubt on any personnel the IGNTU reserves the right to get police verification of

these personnel done if necessary and reject those not cleared by the Police.

- iv) The agency/firm shall be responsible for the behavior/conduct of persons deployed by the agency. IGNTU shall have the right to ask for removal of any person of the Agency who is not found to be competent and orderly in discharge of his/her duty.
- v) The selected firm/agency shall make payments to its personnels in strict observance of Labour Law, Minimum Wages Act and other statutory requirements with regard to ESI/PF/Gratuity/Paid Leave etc. Any failure on the part of the contract in this regard will entail termination of the contract and forfeiture of the Security Deposits in addition to other penal action as per law.
- vi) The work should be carried out as per the directions of the University. The Contractor will arrange for required resources, including manpower etc as per the requirement of the University. The Contractor will also ensure that the work does not adversely affect the surroundings or personnel deputed for the work. Protective gear including boots, gloves and all security appliances etc shall be provided by the Contractor to the security personnel.
- vii) The Contractor will also arrange manpower for special VIP visits.
- viii) The agency shall in all times indemnify the University of all claims like damages, compensation etc under the provisions of Labour Law.
- ix) In case of any accident to the personnel employed by the agency during the business time, the agency alone is liable to pay workmen's compensation and any other statutory due or payments and the University is not liable for any payment of such kind.
- x) The responsibility of payment of wages for the personnel deployed to carry out the contract lies with the contractor and the University shall not entertain any representations, whatsoever in this regard.
- xi) The Proprietor of the Agency or his authorized representative shall visit the Security office/officials twice a week for new review of the security system.
- xii) The security personnel working in the University shall cover the area earmarked by the administration for patrolling and others.
- xiii) The agency shall follow the instructions of the University from time to time and instruct to the security personnel to follow the same.
- xiv) In case, any statutory authority imposes any punishment like fines etc, and if the University is made a party in such penal action, the University has the right to retain the security deposit etc., until it is proved to the satisfaction of the University that such penal actions are ceased. Such penal actions may also be a reason for termination of contract.
- xv) The security personnel at the University shall check and ensure that all the Sections/Units/Departments/Buildings are properly locked after the office hours.
- xvi) If any theft or loss of property is reported at University Campus due to the negligence or improper action of any trespass of unauthorized persons, the security agency shall be responsible and the University shall have the right to recover damages from the payment dues & the Security Deposit of the agency.
- xvii) During the period of agreement, the University is at liberty to alter/modify/add/delete any of the conditions of the agreement in the interest of the University.
- xviii) The successful bidder will be allowed to commence the business upon the fulfillment of the formalities like payment of security deposit, execution of agreement etc.
- xix) No person who has been convicted by a competent court or who has been dismissed or removed on grounds of misconduct or moral turpitude while serving in any of the

armed forces of the Union, State Police Organisations, Central or State Governments or in any private security agency shall be employed or engaged as a security guard or a supervisor. No person who is facing criminal charges or being contemplated against him/her shall be deployed for watch and ward in the University.

- xx) The agency should maintain strict discipline in dealing with the University employees and should not act in any manner unbecoming of a security person.
- xxi) The agency should deploy energetic and trained security personnel and preferably Hindi speakers. In all the three shifts, the security staff shall properly be dressed, possess whistle, *lathi* and torch light etc. If any guard is not suited to the duty, the security agency must replace such guard immediately.
- xxii) The security guards should not develop any relationship with the University staff.
- xxiii) If the services are not found satisfactory, the University has every right to cancel the contract at any time, by giving one month's notice.
- xxiv) No claim such as leave-cum-salary, PF, ESI and services charges etc., shall be allowed on any ground, any financial liabilities shall be borne by the security agency.
- xxv) Any dispute during the contract period between the University and the agency, the decision of the Competent Authority of the University shall be final and binding.
- xxvi) The rates accepted shall include expenditure towards uniform, seasonal clothing, rain coats and the essential items like *lathis*, torch with batteries, whistle etc. The batteries for the torch shall be replaced at regular intervals by the agency to keep the torch functional and effective.
- xxvii) The University shall not provide any accommodation for guards or other personnel deployed.
- xxviii) Any person who may be or has been employed or engaged as a private security guard by the private security agency shall not divulge to anyone other than the University authorities any information acquired by him during such employment with respect to the work which he has been assigned by such employer.
- xxix) The agency should provide the names, addresses, and photographs of the security guards/supervisors deployed in the University. Any security guard/supervisor found without wearing I.D. cards shall be treated as absent and shall not be allowed in the campus.
- xxx) The agency shall comply with the requirements of law with regard to duration of working hours of the security personnel deployed and University shall not be responsible for the violation of labour laws by the agency in this regard.
- xxxi) In case if it is required to engage guards on extra duty/ overtime, it shall not exceed 100 hours 1/3 of the salary, whichever is less per month per guard, subject to approval of the University.
- xxxii) The firm should ensure that the security guards should well versed in basic fire fighting to meet any eventually.
- xxxiii) The Contractor shall not engage/deploy the Child Labour which is prohibited under Prohibition and Regulation Act 1986. Employment of such Labour and violation of the said Act will lead to the termination of the Contract and legal action deemed fit by the IGNTU.
- xxxiv) 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 personnel.
- xxxv) Ensure that their Managers/Supervisors are equipped with Mobile Phones etc.

- xxxvi) IGNTU shall not be responsible for any claim of whatsoever nature against the contractors from third party including claims, if any, from the personnel employed by the contractors and deployed at IGNTU offices.
- xxxvii) The contractor should indemnify the IGNTU at all times against all claims, damages or compensation under provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workmen Compensation Act, 1923, Industrial Disputes Act, 1947, The Maternity Benefit Act, 1961 including any amendments to the said Acts or any other law relating to such contracts made hereunder from time to time by Central or State Governments or any other Authorities. IGNTU shall not be subjected to own any responsibility under the provisions of any such Act, Law or Rules.
- xxxviii) The agency/firm shall fulfill all the legal requirements for obtaining license under Contract Labour (Regulation & Abolition) Act, 1970 at their own part and cost.
- xxxix) The contractor shall provide documentary evidence to IGNTU from time to time about depositing the ESI, PF and other mandatory Contributions in the account of respective employees.

11. EVALUATION

- i. The Tenders will be evaluated on the basis of techno-commercial parameters.
- ii. If IGNTU considers necessary, it may ask for revised bids from the short listed tenderers which should be submitted within three days of intimation to this effect in sealed envelopes on specified date and time. The revised bids shall not be for amounts more than one quoted earlier for an item, by the respective tenderer. Any tenderer quoting higher rates for the same item quoted earlier in their revised financial bid shall be disqualified for further consideration and EMD submitted may be forfeited.
- iii. Any attempt by any tenderer to bring pressure of any kind shall disqualify the tenderer for the present tender and the tenderer may be liable to be debarred from bidding for IGNTU tenders in future for a period of three years and EMD submitted may also be forfeited.
- iv. The IGNTU reserves the right to award the contract to any of the bidders in the interest of the University irrespective of not being lowest and in this respect, the decision of the University shall be final.
- v. The University may also not accept the lowest tender and reserves the right to reject or accept any/all tender(s) without assigning any reason thereof.
- vi. If at any stage the firm is found black listed by any other Departments/organizations in India, the EMD/P.S will be forfeited and his tender will be rejected.
- vii. *If at any stage of the tendering process, it is detected that the particulars furnished in the "Tender Form/Document" are not correct or that substantive material information has been concealed or misrepresented therein, the EMD/Performance Security of the Firm/Company would be forfeited and the tender would be forthwith rejected.*

12. EFFECT AND VALIDITY OF OFFER

- i. The Contract on the basis of this Tender will remain valid for a period of two years from the date of signing of The Agreement. However, the contract may be extended further for a period of one year subject to satisfactory performance on the same terms and conditions and on mutual consent by both the parties. IGNTU reserves the right to

terminate the contract by giving one month notice with or without assigning any reason thereof.

- ii. The tendered rate must be kept open for acceptance (valid for acceptance) for a period of three months from the date of opening of financial bid. The rate should be inclusive of all taxes, other terms & conditions having financial implication including, the GST, Education Cess etc, whichever is applicable.
- iii. All the terms and conditions for the supply, acceptance, payment terms, penalty etc. shall be as those mentioned herein and no change in the terms and conditions will be acceptable.
- iv. During the validity of the contract including the extended period, if any, if the tenderer provides services of the same or equivalent quality/quantity to any other Department/Organization in India at a price lower than the price fixed for IGNTU, the tenderer shall automatically pass on the benefits to IGNTU.

13. SUBMISSION OF OFFER

- i. Bidders should quote the rates in the **Financial Bid** format given at **Annexure – V**; the quoted rates should include the cost of consumable and related labour and all other charges. The consumables used be purchased from reputed concern and should be ISI mark and/or WHO approved.
- ii. Incomplete bids will summarily be rejected. All corrections and alterations in the entries of tender papers will be signed in full by the Bidder with date. **No erasing or over-writings is permissible.**
- iii. All statutory duties & taxes and other should be clearly specified. Price quoted shall be firm and any variation in rates, prices or terms during validity of the offer shall invite forfeiture of the EMD.
- iv. All prices and other information having a bearing on the price shall be written both in figures and words in the **Financial Bid (Annexure – V)**. Where there is a difference between amounts quoted in words and figures, the amounts quoted in words shall prevail.
- v. GST/All applicable taxes should be quoted separately in the absence of which it will be presumed that they are included in the rates and IGNTU shall have no liability to pay these charges.
- vi. The tenders not submitted in prescribed manner shall be summarily rejected and their Financial Bids shall not be opened.
- vii. The **“Bids with Commercial Terms and Conditions”** shall be opened in the first instance in the presence of tenderers representatives who may wish to be present.

14. PAYMENT TERMS

- i) **Payment:** Payment to the selected agency shall be released on monthly basis on submission of attendance record in respect of each security personnel. Necessary deduction will be effected for absence of each security personnel.
- ii) 100 % payment shall be made within 30 days of submission of bills duly supported by the satisfactory performance report.
- iii) No part of the contract price shall become due or payable until the tenderer has delivered, the services for each month to the complete satisfaction of IGNTU. Payment shall be made subject to recoveries, if any.
- iv) The Security deposit can be forfeited by the order of the Competent Authority, IGNTU, in the event of any breach or non-observance of any of the conditions of the contract, such portion of the said security as may be considered by the Competent

Authority, IGNTU, sufficient to cover an incorrect or excess payment made on the bills of the supplier, shall be retained by him.

TDS and any other Government levies applicable shall be deducted on bill amount as per Government of India instruction issued from time to time.

15. PENALTY

IGNTU shall be free to impose Penalty as per the amount shown against each of the following activity. The penal amount may be deducted from the monthly bills submitted by the firm/agency:

- a) Absence of staff : penalty of Rs.50 per day of absence may be Imposed.
- b) Poor Performance : Rs.50/- on each occasion
- c) Without Proper uniform : Rs.20/ per day per person
- d) Rude behavior : Rs.25/ per occasion
- e) Non-availability of appliances : Rs.50/ per occasion

In case of deficiency in service repeatedly, IGNTU reserves the right to impose a penalty @ 0.2% of total monthly contractual amount for each day.

However, if the exceptions become general practice, action will be initiated for termination of contract.

- a) In case the Tenderer fails to meet any of the conditions agreed upon, the IGNTU reserve the right to take any action it may deem proper including forfeiture of part or whole of Earnest Money, Security Deposit, and /or any other amount due to Contractor. If the contractor fails or neglects to observe or perform any of his obligations under the Agreement it shall be lawful for the Competent Authority, Indira Gandhi National Tribal University to forfeit either in whole or in part, in his absolute discretion, the Security Deposit furnished by the tenderer and to arrange to make suitable alternate arrangement for the service at the risk and expense of the tenderer after deducting all costs and other expenses that the University may have incurred and all dues and all dues and other moneys including all losses and damages which the Indira Gandhi National Tribal University is entitled to recover from the Tenderer.
- b) The Security deposit can be forfeited by the order of the Competent Authority, IGNTU, in the event of any tread, or non-observance of any of the conditions of Contract. On the expiry of the contract, such portion of the said security as may be considered by the Competent Authority, IGNTU, sufficient to cover an incorrect or excess payment made on the bills of the Contractor, shall be retained by him.
- c) Any sum of money due and payable to the Contractor including Security Deposit refundable to him/ them under this Contract may be appropriated by the IGNTU and set off against any claim of IGNTU in respect of any sum of money arising out of under any other Contract(s) made by the Contractor with the IGNTU and for such purpose the IGNTU shall be entitled to sell and / or realize such securities forming the whole or part of any such Security Deposit in any manner whatsoever as the University may think fit.
- d) IGNTU reserve the right to cancel the Contract at any time during the currency of the Contract without assigning any reason, whatsoever, if the services provided by the firm are found to be unsatisfactory.
- e) Time and promptness are essence of the contract. The time specified for the session

shall be strictly adhered to and time in this respect shall be deemed to be the Essence of the Contract. If the time schedule is not adhered to and the job is delayed for reasons other than beyond Contractor control, the Competent Authority, IGNTU shall be entitled at his option either to: Cancel the contract or make alternate arrangement on the cost of the contractor.

16. ADDRESS OF THE CONTRACTOR FOR THE PURPOSE OF SENDING NOTICE AND COMMUNICATION ON BEHALF OF THE IGNTU:

For all purpose of the Contract, including legal proceedings there under, the address of the Contractor mentioned in the tender shall be the address to which all communications addressed to the Contractor shall be sent, letter containing no other communication and sent by Regd. A/D post, to the Registrar, IGNTU. The Contractor shall be solely responsible for the consequences of an omission or error to notify the change of address in the manner aforesaid. Communication to be sent to the University shall be addressed to Registrar, Indira Gandhi National Tribal University, Lalpur, Amarkantak and be sent by Speed Post/ Registered post.

17. EXERCISE OF THE POWER OF IGNTU

Any communication or notice on behalf of the IGNTU in relation to the contact may be issued to the Contractor by the Registrar, or by any other officer authorized by him in IGNTU and all such communications and notices may be served on the Contractor either by Speed Post/ registered post or by hand delivery at the option of such officer, and posting of the letter will be deemed to have been served on the Contractor.

18. RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING THE CONTRACT:

The Contractor shall execute the contract in all respects in accordance with the terms and conditions thereof.

19. SUBLETTING, TRANSFERRING AND ASSIGNMENT

The Contractor shall not, sublet, transfer or assign the Contract or any part thereof or any interest therein or any benefit or advantage thereof in any manner whatsoever to anyone. If at any stage it is found that the contract has been sublet, transferred, assigned the Performance Security will be forfeited and contract will be terminated further suitable arrangement for the Security Services will be made at the risk and cost of the contractor.

20. CHANGES IN THE FIRM

- i. If the Contractor is a partnership firm, no new partners shall be introduced in the firm, except with the prior consent in writing of the Registrar, IGNTU, which will be granted only upon execution of a written undertaking by the new partner to prior the Contract and accept all the liabilities incurred by the firm under the Contract prior to the date of such undertaking.
- ii. If on the death or retirement of any partner of the Contractor firm, the said partnership firm is dissolved before the complete performance of the Contract, the Competent Authority, IGNTU, may at his option, cancel the Contract and in such case the Contractor shall have no claim whatsoever to any compensation against the IGNTU.
- iii. If the contract is determined as provided in sub-clause (ii) above, notwithstanding the retirement or death of partner of the firm, the remaining partners shall continue to remain liable under the contract for acts of the firm until a copy of the public notice given by him under section 32 of the Partnership Act has been sent by him to the Registrar, IGNTU by Regd. /AD. Post.

21. CONSEQUENCES OF BREACH

- i. Should the contractor or the Contractor firm or any partner of the firm commits breach of any of the conditions (a) or (b) of the above sub-clause, it shall be lawful for IGNTU to cancel the Contract and make alternate suitable arrangement at the risk and cost of the Contractor.
- ii. The decision of the Competent Authority, IGNTU with regard to any matter or anything concerning or arising out of the sub-clauses or any question whether the Contractor firm or any of the partner(s) of the firm has committed a breach of any of the conditions contained in the sub-clause shall be final and binding on the Contractor and the contractor cannot raise any objection thereto at any point of time.

22. PRECAUTIONARY MEASURES

- i. The physical counting of personnel on Security Services can be carried out by the University at any time/ any day for verification.
- ii. All terms shall be supplied and all jobs should be carried out with due regard to the prescribed specifications and terms mentioned in the Contract/ Agreement.
- iii. The Contractor shall take every care to see that the work or any portion thereof does not fall into the unauthorized hands.
- iv. The University shall not be bound by any oral or other representations sought to be made by any officer of the university, communication of the Registrar or an officer authorized by him.

23. If at any time after acceptance of the tender, IGNTU for any reasons whatsoever, does not require the whole or part of the work, the Registrar, IGNTU shall be entitled to give a notice in writing to this effect to the Contractor, intimating cancellation of the full or part of the contract and the contractor shall have no right to claim any payment of compensation or otherwise, whatsoever, on account of any loss direct or indirect suffered/ to be suffered by him. The Contract can be terminated upon directions from the Competent Authority, IGNTU, at any time by giving 15 (fifteen) days notice in writing without assigning any reasons whatsoever.

24. PARTIES

The parties to the Contract are the Indira Gandhi National Tribal University (IGNTU) and the selected Contractor.

25. INSOLVENCY AND BREACH OF CONTRACT

The IGNTU may at any time, by notice in writing summarily terminate the Contract without compensation to the Contractor in any of the following event, that is to say:

- i. If the Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvency or shall have a Receiver appointed on the Business or an order for administration of his estate made against him or shall take any proceeding for composition under Insolvency Act for the time being in force or make any conveyance or assignment or if the firm be dissolved under the partnership Act, or
- ii. If the Contractor commits any breach of Contract not herein specifically provided for.
- iii. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue hereafter to the IGNTU and provided also that the contractor shall be liable to pay to IGNTU for any extra expenditure, he is thereby put to and the Contractor shall under no circumstances be entitled to any gain.

26. LIQUIDATED DAMAGES

IGNTU reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibilities of bidder and excess expenditure incurred on account of this will be recovered by IGNTU from Security Deposit or pending bill or by raising a separate claim.

27. FORCE MAJEURE:

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, IGNTU shall have the option of canceling this contract in whole or part at his discretion without any liability at his part.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

The Contractor shall not be liable for forfeiture of its Performance Security, Liquidated Damages or Termination for Default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract/ Agreement is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to acts of IGNTU either in its sovereign or contractual capacity, wars, revolutions, fires, floods; epidemics quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Contractor shall promptly notify IGNTU in writing of such conditions and the cause thereof. Unless otherwise directed by the IGNTU in writing, the Contractor shall continue to perform his/her obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- i. The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely REC and the Contractor. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, REC shall have the option of canceling this contract in whole or part at his discretion without any liability at his part.
- ii. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.
- iii. After award of LOA, the Contractor is required to enter into a Contract with REC on the terms and conditions as detailed in the tender document.

28. PROCEDURE FOR SUBMISSION OF BILLS

After each month of work, **the pre-receipted bill in triplicate prepared on the basis of the accepted rates** should be submitted to the Registrar, IGNTU for necessary action together with attendance/ satisfactory work completion certificate. Payment of bills will be arranged through Finance and Accounts Division of this University. The University

reserves the right to carry out a post payment audit of the contractor's bill including all supporting vouchers. **The IGNTU further reserves the right to enforce recovery of any over-payment coming to light as a result of such audit, by any or all the methods prescribed above.**

29. SETTLEMENT OF DISPUTES AND JURIDICITION

The disputes shall in the first instance be tried to resolve by mutual discussions between the both parties within a period of two months failing which only the regular courts of Anuppur/Hon'ble High Court, Jabalpur will have the exclusive jurisdiction to adjudicate upon the matter. Services under the contract shall, if reasonably possible, continue during the legal proceedings and no payment due to or payable by IGNTU shall be withheld an account of such proceedings.

NO WAIVER

No act of omission and commission of IGNTU shall constitute or deemed to have the effect of waiver of any right or entitlements of IGNTU in respect of this contract.

30. AUTHORITY

No communication, certificate, letter or other document issued for IGNTU shall have any effect for this contract unless it is issued by the Registrar or under his authority.

Signatures of authorized person/ Agency

Name_____

Designation_____

Seal

JOB SPECIFICATIONS AND SCOPE OF WORK

A. REA COVERAGE FOR SECURITY SERVICES:

Whole campus of Indira Gandhi National Tribal University, Lalpur campus and the building under possession of the University at Amarkantak (M.P.).

B. BROAD DETAILS OF SCOPE OF WORK :

Deployment of approximately 03 supervisors, 150 unarmed guards and 08 armed guards (Male & Female) at Offices/Hostels (Boys & Girls) and other points of the campus identified by the authority of Indira Gandhi National Tribal University, District-Anuppur (MP), which may be increase or decrease as per requirement.

C. PROVIDING WORKFORCE;

The bidder has to provide workforce in sufficient numbers to maintain security services as required and of quality to ensure workmanship of the degree specified in the job order and to the satisfaction of the Officer-In-Charge. Tentative requirement of workforce is to be deployed. Women Guards are deployed in significant number and one female supervisor will also be deployed.

D. One four wheeler vehicle will also to be managed by the Security Agency for daily patrolling of the campus.

E. One DOG squad to be provided by the security agency during patrolling as per rule.

The bidders shall, however, survey the area and make assessment of the manpower requirement on their own.

The terms and conditions contained in the Tender document are acceptable to us.

Signatures of authorized person

Name _____

Designation _____

Seal

TECHNICAL BID

Security Services in IGNTU Office

S.No.		
1.	NAME OF TENDERING COMPANY/FIRM	
2.	NAME OF OWNER/PARTNERS/DIRECTORS	
3.	ADDRESS OF OFFICE/OFFICES	
4.	WORK CONTRACT REGISTRATION CERTIFICATE DETAILS	
(A)	PAN/GIR NO.	
(B)	SERVICE TAX NO./GST	
(C)	ESI/E.P.F. NO.	
(D)	DATE OF ISO-9001 CERTIFICATES & ITS VALIDITY	
(E)	DETAILS OF EPF/ESI CONTRIBUTIONS OF MANPOWER ENGAGED DURING THE LAST THREE YEARS	
(F)	DETAILS OF SATISFACTORY SERVICES FROM 03 ORGANISATIONS	
5.	DETAILS OF EARNEST MONEY DEPOSIT	
(A)	AMOUNT()	
(B)	D.D/P.O. NO. AND DATE	
(C)	DRAWN ON BANK	

*** Govt. Company's/PSUs will submit a declaration that all workers employed by them will have ESI/EPF No. & will fulfill all statutory requirement required for this job.**

6. Details of Balance Sheet during last three years

S.No	Year	Income(Rs.)	Expenditure	Net Profit/Loss
(a)				
(b)				
(c)				

7. Work experience:

S.No	Name & address of the Organization where similar work executed/continuing	Contractual period		Annual Value of Contract
		From	To	

8. Details of current and previous clients (minimum three)

- a. Name of Official:
- b. Contact person (Cell/e-mail):
- c. Details of volume of work with manpower deployed:
 - i. _____
 - ii. _____
 - iii. _____

Also attach a certificate from the concerned organization regarding satisfactory performance of work.

9. Total number of officer/staff in the Company/Associate/Contractor etc.

- (i) No. of Supervisory staff
- (ii) No. of Security Personnel

10. Tentative number of manpower to be deployed for Security Service.

- (i) No. of Supervisory staff
- (ii) No. of Security personnel

documents for the information given above from Sl. No. 01 to 10 is enclosed herewith.

Undertaking

We hereby certify that we have inspected the site/place of work for assessing the nature and volume of work realistically before quoting the rates and fully acquainted with the scope of work and no claim whatsoever manner will be made by us for any alleged ignorance thereof. The above information submitted are true to the best of our knowledge.

Date:

Signature of the owner/Director

Name:

Place

Seal of the firm/agency

Financial Bid

(To be duly filled in and sent in sealed envelope no. (2) - each page must be signed with SEAL of the Tenderer)

FORMAT OF QUOTATION FOR FINANCIAL BID

Sl		
1.	Security Guards provided by agency	Payment shall be released as per minimum wages Act.
2.	EPF (Employer's contribution)	Payment shall be born by IGNTU as per Govt. Rule
3.	WC (Employer's contribution)	Payment shall be born by IGNTU as per Govt. Rule
4.	% Service Charge*	In figure..... In words.....

***Service charges shall be quoted by the tenderer, which shall not be 0% in any circumstances.**

We agree to provide Security Services in accordance with the technical specifications within the period specified in the bid document on terms and conditions agreed to therein.

We also confirm that the security services shall be provided as per the tender terms & conditions.

Date:

Signature of the owner/Director

Name:

Place

Seal of the firm/agency

AGREEMENT BETWEEN INDIRA GANDHI NATIONAL TRIBAL UNIVERSITY AND SECURITY AGENCY (NAME OF THE AGENCY)

This agreement is made onbetween Indira Gandhi National Tribal University a statutory University established under the Act of Parliament (Act 2007) and having its offices at Lalpur, Amarkantak represented by Registrar (herein referred to as the “University” which expression shall unless it is repugnant to context include its successors and assigns AND M/s.....having its office at..... represented by Prop. (herein after called “Contractor” which expression shall, where the context so requires include heirs, successors and his legal assigns, executors or administrators.

WHEREAS the contractor is engaged and has agreed /undertake to render specialized Security service as per requirement and full satisfaction of University as per terms & conditions and as per scope of work to be assigned by the University mentioned herein below.

AND whereas the University and the contractor have had negotiations in this behalf.

Now therefore this agreement **witnesses** as follows: -

- 1. The contractor undertakes to provide the specialized Security Services within and outside at the following premises throughout the period of contract on daily basis.

The work involves to guard the whole campus of the Indira Gandhi National Tribal University.

We/I..... is agreed to follow all the terms and conditions mentioned in the tender document.

IN WITNESS HEREOF, the parties hereto, have set their hands and seal, this day hereinabove referred to.

**Witness
(Name of the agency)
For Security Providing agency**

**witness
for Indira Gandhi National Tribal University
Registrar**

1.

1.

2.

2.

OTHER DETAILS

1. Name of the Firm:
2. Address:
3. Whether the firms ownership is Sole Proprietorship or partnership:
4. Registered Agreement if the firm is Joint Venture/Consortium,
as the case may be (to be attached) :
5. Annual turnover
6. Clientele:
7. PAN/TAN No. (to be attached):
8. Landline/Mobile No.:
09. Authorized Signatory:
10. Copy of Service Tax/GST etc (To be attached):
11. Other information (if any)

Date:

Signature of the owner/Director

Name:

Place

Seal of the firm/agency

Other forms and formats for submission

(To be duly filled in and sent in sealed envelope no. (1) – Technical Bid)

EARNEST MONEY DEPOSIT AND TENDER FEE DETAILS

Name of the Company _____

Details of Earnest Money Deposit:

Total EMD Amount : **Rs.** _____ in figures)

(Rupees _____ (in words)

Details of each Demand Draft/UTR:

Amount	Name of the Bank	DD No. /UTR	Date

Date:

Signature of the owner/Director

Name:

Place

Seal of the firm/agency

Form – I

PERFORMANCE CERTIFICATE

Certified that M/s.....has performed the Security in this University coming an area ofsatisfactorily for the period from.....to.....

Date:

Signature of the owner/Director

Name:

Place

Seal of the firm/agency

(Affidavit duly executed before the Notary Public on a Stamp Paper of Rs.10/-)

AFFIDAVIT

(Before Public Notary, _____)

I, _____ (Name of the Deponent), S/o _____, Aged
About: _____ years, Resident of: _____

do hereby solemnly state and affirm as under :

1. That, I am working as _____ (Designation of the Deponent) with M/s _____ (Name & Address of the Firm/ Company) since _____ years ;
2. That, I am the Authorized Signatory/ have been duly authorized to execute this affidavit on behalf of the above- named Firm / Company and as such component to swear this affidavit. The duly certified copy of the Authorization Letter / Board Resolution to this effect is enclosed an Annexure with this Affidavit.
3. That, being the Authorized Signatory I am conversant with the technical details and the overall functioning of the Firm / Company applying for the present tender.
4. That, it is submitted that the Firm / Company shall maintain utmost secrecy and take utmost care not to leak/ divulge any information of the IGNTU.
5. That, in case any such incident is noticed, penalty as imposed by the Competent Authority of the Indira Gandhi National Tribal University shall be payable by us.
6. That, I take oath and solemnly declare/ affirm that the particulars furnished in the present "Tender Form" are correct and that nothing has been concealed or misrepresented therein. That, it is submitted that all the Statements / Submissions / Declarations / Information, etc. furnished in this "Tendering Form" are true statement.
7. That, I declare that there are no legal / criminal proceedings pending/ contemplated against our firm or any staff members of our firm. It is further submitted that the integrity of the Firm / Company or any of its staff members is not under suspicion / inquiry / Investigation (As the case may be) before any agency like Police, Crime Branch, Central Bureau of Investigation, Vigilance Cell, Central Vigilance Commission, etc. and other such agencies empowered to do so under the extant laws.
8. That, I declare that the Firm / Company here-in-above mentioned has not been black-listed by any Organization's/ Company.
9. That, I provide hereunder the following details of penalty imposed * , etc. on the Firm / Company by any Organization/ Company by way of monetary penalty or any other mode

S.No.	Details of Organization/ Company, etc.	Details of penalty imposed, etc.
1.		
2.		

(*) Strike off whichever not applicable.

10. That, I do hereby swear that my statements under Para's (1) to (9) are true and correct and that it conceals nothing and that no part of this is false. In case the contents of affidavit are found to be incorrect or false, I shall be liable for action under the relevant provision of the Indian Penal Code and other relevant laws.

DEPONENT

Place:

Date:

VERIFICATION

Verified at _____ on this _____ day of _____ in the year of _____ that the contents of Para (1) to Para (10) of the above affidavit are true and correct to the best of our knowledge and belief and nothing has been concealed there from.

DEPONENT

ATTESTED

(NOTARY PUBLIC)

Important Note: The date of issuance of Stamp-paper should necessarily be between the opening and closing dates of the Tender (Both dates inclusive).