

TENDER DOCUMENT FOR SECURITY SERVICES AT
THE NATIONAL INSTITUTE OF DESIGN, ASSAM

TENDER NO. NIDJ/2020-21/Security/1390 dated 28.05.2020

**TENDER FOR EXECUTING ROUND THE CLOCK SECURITY SERVICES AT NATIONAL INSITIUTE OF
DESIGN ASSAM CAMPUS AT TOCKLAI, RAJABARI, JORHAT-785014**

NOTICE NO. NIDJ/2020-21/Security/1390 Dated 28.05.2020

Name of the tenderer : _____

Address : _____

Phone No : _____

Last date for submission : 29.06.2020 till 01.00 PM

Date of opening : 29.06.2020

Time of opening : 03.00 PM

Providing Round the Clock Security Services

TWO-BID TENDER

Invitation to Tender and Tender Conditions

1. Introduction:

National Institute of Design, Assam is an Institution of National Importance established under the *Department for Promotion of Industry and Internal Trade (DPIIT)*, Ministry of Commerce & Industry, Govt. of India, with its mandate to provide world class design education.

NID, Assam proposes to outsource the Security Services to a professional agency having competence in this field.

2. Invitation of tender

NID, Assam invites online tenders in **Two Bid format** for providing round the clock security services on Contract basis as per the details mentioned in this tender document.

2.1.1. Part-I (Techno-commercial bid): This part should contain all the required details and information except for the price quote and should be furnished in accordance with the format provided in this tender document.

2.1.2. Part-II (Price bid): This part should contain only the prices and should be furnished in accordance with the format provided in this tender document.

2.1.3. If tenderer includes prices of any nature in Part-I (Techno-commercial) of the tender, such offers are liable for rejection without any notice to the tenderer. The **techno-commercial and price bids** should be sealed in separate and marked envelopes, before putting in a bigger envelope.

3. Eligible Bidders:

3.1.1. This Invitation of Bids is open to all bidders who meet the **Eligibility criteria** of the tender documents.

3.1.2. The Bidders shall bear all costs associated with the preparation and submission of their bids and NID, Assam will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

It may please be noted that any clarifications required in this tender either technical or otherwise shall be clarified before submission of bid. Bidder shall not have any right to revise their price bid after the due date & time of submission of bids.

3.2. Bids shall be complete in all respects and shall include properly filled in prices and other details as necessary.

4. EARNEST MONEY DEPOSIT (EMD):

The Tenderer shall submit, as part of their bid, interest free Earnest Money Deposit (EMD) of ₹ 2,50,000/- (Rupees Two Lakh Fifty Thousand Only). EMD shall be submitted by way of Demand Draft from **SBI/nationalized banks or any one of the scheduled banks** in favour of “National Institute of Design, Assam” Payable at Jorhat.

4.1. Tender received without EMD will be rejected.

4.2. The EMD of unsuccessful Tenderer will be refunded after finalizing award of the Contract.

4.3. The successful Tenderer’s EMD shall be discharged/refunded upon the Bidder submitting the Security Deposit as specified in the contract, without any interest.

4.4. The EMD may be forfeited:

4.4.1. If a Tenderer withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form;

or

4.4.2. In case of the successful tenderer, if the tenderer fails to furnish order acceptance within 15 days of the order or fails to submit the Security Deposit within 21 days from the date of contract/order.

5. OPENING OF TENDERS

5.1. Unless otherwise rescheduled with advance intimation to the tenderers, tender will be opened in two stages on the date and time indicated in the tender papers.

5.2. The tenderers whose Techno-commercial part (Part-I) are found suitable/acceptable to NID, Assam, will be given advance intimation to enable such tenderers to depute their representative to participate in the opening of the Part-II (Price Bid) of the tender. The technically unqualified tenderers will neither be given any intimation about the date and time of opening of Part-II (Price Bid) of the tender nor will they be permitted to participate in the opening of the same. However, their EMD shall be refunded without any interest, thereon.

6. AUTHORITY LETTER

6.1. The tenderers who wish to participate in the opening of the tenders may depute their representatives to NID, Assam on the respective date and time as indicated in the tender notice with an authority letter addressed to the Chief Administrative Officer, NID, Assam, which should be produced to the officers who are opening the tenders, on demand to prove the identity of the representative who participates in the opening of the tender.

6.2. The tenderers representative, who reaches the venue of the tender opening late, i.e., after the starting time specified for opening of the tenders, may not be allowed to take part in the tender opening. It should be noted that only **one** representative of each tenderer will be permitted to participate in the tender opening.

7. TECHNICAL CLARIFICATIONS

After opening of Part-I (Techno-commercial) of the tender, if it becomes necessary for NID, Assam to seek clarifications from the tenderers, the same will be sought for from the tenderers.

8. DATE FOR OPENING OF PART-II (PRICE BID):

After completion of technical evaluation, Part-II (Price Bid) of only technically qualified tenderers shall be opened. The date and time of opening of Part-II (Price Bid) shall be intimated only to the technically qualified tenderers. Tenderers, whose Part-I offers have been found suitable will only be permitted to participate in the opening of the Part-II (Price Bid) of the tender.

9. HOLIDAYS:

If the date specified for opening of the tenders is declared as holiday by the competent authority due to any reasons, then the date for opening of tenders will get postponed automatically to the next working day.

10. VALIDITY OF OFFERS:

Offers shall be kept valid for acceptance for a period of 120 days from the date of opening of Part-I of the tender. Offers with shorter validity period will be liable for rejection.

11. PAST PERFORMANCE:

In case the past performance of the tenderer is not found to be satisfactory with regard to quality, delivery, warranty obligation and non-fulfilment of terms and conditions of the contract, their offer is liable to be rejected by NID, Assam.

12. ACCEPTANCE OF TENDER:

The acceptance of offer shall be communicated to the successful bidder through a letter of intent.

13. EXECUTION OF AGREEMENT:

The tenderer(s) whose tender(s) is/are accepted shall be required to be present at the office of the Chief Administrative Officer of the Institute in person or if a firm or company by their authorized representative to execute an agreement on non-judicial stamp paper of Rs. 100/- for satisfactory completion of the job incorporating the conditions mentioned in the tender document and conditions if any subsequently agreed/modified, within 15 days from date of letter of intent. Failure to do so shall constitute a breach of contract effected by the acceptance of the letter of intent, in which case the EMD shall be forfeited.

14. TERMINATION OF CONTRACT:

The contract shall stand terminated on account of:

- a) Unsatisfactory performance during the three month's trial period or extended trial period.

- b) On expiry of the contract period, if not extended further.
- c) In case of unsatisfactory performance or for any other reason, the contract can be terminated at any time during the tenure of the contract at the sole discretion of NID, Assam by giving one month's notice to the contractor.
- d) The contract shall stand terminated in the event of filing any legal petition against NID, Assam by the CONTRACTOR or any of his employees with regards to labour laws/rules or in case of any agitation/strike initiated by the CONTRACTOR's employees.
- e) In case, the CONTRACTOR wants to discontinue the contract, he will have to give 3 (three) months advance notice to NID, Assam in writing narrating the reason.
- f) If the CONTRACTOR suspends the services without any notice to NID, Assam, the whole amount of security deposit shall be forfeited in addition to the loss incurred in making alternate arrangements during the shortfall in the notice period.

15. SUB-CONTRACT:

The CONTRACTOR shall not assign or sublet contract or any part thereof. If he assigns or grants sub-contract to any person without obtaining prior consent of NID, Assam, the contract may be liable for termination.

16. Right for Cancellation:

The Director, NID, Assam reserves the right to accept or reject any offer in part or full thereof without assigning any reason.

17. SECURITY DEPOSIT:

The successful contractor shall deposit with NID, Assam 10% of quoted value of the contract security deposit within 10 days from the date of issue of letter of intent in the form of **demand draft/pay order/bank guarantee from SBI/nationalized banks or any one of the scheduled banks** issued in favour of "National Institute of Design, Assam" Payable at Jorhat.

17.1. Upon the successful completion of the contract period, the Security Deposit shall be refunded and no interest shall be paid thereon. The security deposit shall be refunded to the contractor after 3 months from the date of expiry of the contract after making adjustments of any dues to be recovered from the contractor.

17.2. The whole amount of the Security Deposit will be liable to forfeiture in case of breach of any of the terms agreed upon by the contractor. The security deposit shall also be liable to appropriation against dues payable to NID, Assam under the agreement or damage or expenses that may be sustained by NID, Assam as a result of negligence or such acts and omissions on the part of the contractor or the persons deployed by him at NID, Assam. In the event of such adjustment of security deposit fully or partly, the contractor shall immediately make good the amount so appropriated from the security deposit in the form of demand draft failing which it shall be adjusted from the amount payable to the contractor.

17.3. The Security Deposit shall be held by NID, Assam as security for the due performance of the contractor's obligations under the Contract, PROVIDED that nothing herein stated

shall make it incumbent upon NID, Assam to utilize the Security Deposit in preference to any other remedy which NID, Assam may have, nor shall be construed as confining the claims of NID, Assam against the contractor to the quantum of the Security Deposit.

18. PERMIT AND LICENCES:

The contractor shall secure and pay for all licenses and permits at his end which he may be required to comply with all laws, ordinances and regulations of the public authorities in connection with the performance of his obligations under the contract. The contractor shall be responsible for all damages and shall indemnify and keep NID, Assam harmless against all claims for damages and liability which may arise out of the failure of the contractor to secure and pay for any such licenses and permits or to comply fully with any and all applicable laws, ordinances and regulations.

19. PAYMENT:

- 19.1.** The contractor has to submit a monthly bill along with necessary supporting documents. The payment will be released after receipt of the bill & its scrutiny.
- 19.2.** No claim for interest will be entertained by NID, Assam in respect of any payment withheld with NID, Assam due to discrepancy between NID, Assam & Contractor or due to Administrative delay for the reasons beyond the control of NID, Assam.
- 19.3.** The contractor has to submit proof along with his claim (from 2nd month onwards) for the following:
 - 1) Wages disbursed to his employees in previous month.
 - 2) Provident fund remittance and ESI remittance.

20. INCOME TAX & OTHER DEDUCTION:

Income tax and any other statutory deductions shall be made from the monthly bill/bills as per the provisions. Necessary income tax certificate will be issued to the CONTRACTOR after depositing the amount to the Income Tax Dept.

21. PAYMENT OF TAX:

The GST as applicable, shall be paid to the contractor, separately on submission of necessary proof along with monthly bill(s).

22. WAIVER:

No failure or delay by NID, Assam in enforcing any right to remedy of NID, Assam in terms of the Contract or any obligation or liability of the CONTRACTOR in terms thereof shall be deemed to be a waiver of such right, remedy obligation or liability, as the case may be, by NID, Assam and notwithstanding such failure or delay, NID, Assam shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

23. STATUTORY REQUIREMENT:

- 23.1.** The contractor shall be fully and exclusively liable for payment of Govt. taxes, levies, duties, comprehensive insurance, Goods & Services Tax (GST) and any other fees / taxes payable from time to time during the pendency of the contract. The contractor shall produce the above referred documents for verification to the NID, Assam authorities, on demand.
- 23.2.** The Contractor shall be fully responsible for complying with all the relevant statutory obligations as applicable from time to time including:
- ❖ Contract Labour (Regulation and Abolition) Act
 - ❖ Minimum Wages Act
 - ❖ Payment of Wages Act
 - ❖ Employees Provident Fund Act
 - ❖ ESI/Workmen's Compensation Act
 - ❖ Bonus Act
 - ❖ Fatal Accident Act
 - ❖ Gratuity Act
 - ❖ Private Security Agencies (Regulation) Act 2005.
 - ❖ Any other act, as applicable from time to time

Consequences arising out of the non-compliance with statutory requirements shall be the entire responsibility of and to be borne by the contractor. All the relevant records/documents/registers/ correspondances/receipts etc. for the above may be produced for verification whenever desired by the Institute. The CONTRACTOR shall be responsible for fulfilling the requirements of all the statutory provisions in providing the food and beverage services at our premises, at his own risk and cost, in respect of all staff employed by him. If due to any reason whatsoever, the NID, Assam is made liable, it shall be payable by the CONTRACTOR and all such liabilities shall be recovered by NID, Assam from any dues payable by the institute to the CONTRACTOR and/or from the Security Deposit of the CONTRACTOR and available properties and sources of the CONTRACTOR through process of law.

- 23.3.** The contractor shall have to strictly pay minimum wages as notified by the Labour Commissioner from time to time to his security personnel.
- 23.4.** The CONTRACTOR shall maintain various registers as per the Contract Labour (R & A) Act and other applicable acts and shall produce the same for inspection as and when required.
- 23.5.** The CONTRACTOR shall strictly comply with the provisions of Employees Provident Fund Act and ensure proper registration of all their employees with RPFC before commencing. The CONTRACTOR shall deposit employees and employers' contributions to RPFC every month and a copy of the Challan should be submitted for verification along with the monthly bill.
- 23.6.** The CONTRACTOR shall obtain the Insurance policy in respect of the staff engaged by him for the job. The CONTRACTOR shall indemnify IPR under the Workmen's Compensation Act, 1923 and its amendment of all liabilities like death / disablement of the staff. The CONTRACTOR shall be permitted to start the job only after obtaining adequate insurance coverage from the authorised insurance companies.

23.7. The decision of NID, Assam, as to whether the CONTRACTOR has adhered to the above obligations or as to whether the CONTRACTOR has committed any breach of the terms and conditions, will be final and binding on the CONTRACTOR.

24. SECURITY REQUIREMENTS:

On commencement of the contract, the CONTRACTOR shall provide the name & bio-data of the staff Supervisor/Manager along with their contact numbers. The contractor will be required to get the police verification done of their staff and submit a copy of the same to the Institute. The Contractor will issue identity card to his employee for identification. The staff engaged by the contractor and the Contractor himself will be required to observe all security related rules and regulations. Proper entry of the staff as well as the items brought inside will be required to be made and the staff will be subject to thorough checking while going in or out of the premises. The tender if awarded, the contractor will have to provide the necessary manpower as and when required after getting the police verification done for the individuals.

25. LAW GOVERNING THE CONTRACT:

This Contract shall be governed by the laws of India from time to time.

26. SETTLEMENT OF DISPUTES:

- 26.1. NID, Assam and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 26.2. If the parties have failed to resolve their dispute or differences by such mutual consultation, then either the Institute or the Vendor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or differences in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

27. ARBITRATION:

In the event of any dispute or differences arising out of in connection with any of the terms and conditions of the Contract, the matter shall be referred to the Director, NID, Assam for settlement. In case the parties to the contract are not in a position to settle the dispute mutually, the matter shall be referred to a Sole Arbitrator to be appointed in accordance with the Arbitration & Reconciliation Act, 1996 & Arbitration and Conciliation (Amendment) Act, 2015 as amended from time to time.

28. JURISDICTION:

The Courts at Jorhat shall, subject to Arbitration Clause, have jurisdiction to deal with and decide any matter out of this Contract.

Providing Round the Clock Security Services

SECTION 'B'
(Scope of Work)

1. SCOPE:

1.1 Scope of Work: Hiring services of trained manpower with full exposure to render the job of a security personnel of different rank

- i) SECURITY SUPERVISOR**
- ii) SECURITY GUARD (Man /Woman**)**
- iii) SAFETY CO-ORDINATORS (Preferably ex-service men)**

The scope of this tender is for providing effective & efficient round the clock security services at NID, Assam, Tocklai, Rajabari, Jorhat-785014 its other premises and involves jobs such as:

- i. watch & ward
- ii. preventing entry of unauthorized person & vehicle
- iii. regulating and recording entry, exit and parking of vehicles
- iv. regulating and recording entry and exit of man and material
- v. frisking labours, guests and employees
- vi. prevention of theft, loss and damage to NID, Assam property
- vii. keeping constant patrolling of the premises
- viii. to take part in firefighting rescue operation etc.in the event of emergency
- ix. driving away stray animals
- x. safety of movable & immovable property
- xi. regular checking of all office rooms and switching off lights, fans, power points, air conditioners etc.
- xii. attending telephone calls when office is closed and keeping record of telephonic message/communication.
- xiii. record keeping
- xiv. to cooperate with NID, Assam Officers in all matters relating to security.

1.2 The scope of work also includes induction, deployment of trained security personnel (preferably ex-servicemen), constant monitoring, survey, surprise checks, reviewing and reporting security matters to concerned officer, handling all security requirements of the institute independently & recommending measures to improve the security arrangements.

1.3 The scope includes any work of incidental & contingent nature although not specifically mentioned in the tender, but necessary for its completion in an efficient manner.

1.4 The scope of work in terms of the number of security personnel required by the institute may increase or decrease during the term of the contract.

1.5 The contractor shall be fully responsible in all respects to effectively take care of security needs of the Institute by deploying personnel with adequate experience of having worked in similar organizations of repute, in all the shifts to ensure fool proof security arrangements.

- 1.6 The contractor shall preferably deploy ex-servicemen and trained guards at all points and impart training to all his guards at regular intervals.
- 1.7 The contractor shall make special security arrangements involving deployment of additional manpower as and when required, for which additional payment will be paid at the quoted rates in the Price bid either at NID, Assam.
- 1.8 The contractor shall ensure that no theft, pilferage, damage or any such similar act is committed with regard to properties and assets of the Institute.
- 1.9 The contractor shall keep a check on material moving in and out of the campus. No materials shall be allowed to be taken away by anyone without proper authority and entry in the material gate pass register to be maintained for this purpose.
- 1.10 The contractor shall co-ordinate and liaison with the State Police Department immediately in case of breach of peace/theft and shall assist the Institute in lodging complaints with Police for loss, damage, destruction, pilferage or any of the properties of the Institute or their staff members.
- 1.11 The contractor shall ensure regular attendance and proper performance of duties by security staff deployed by them at the respective points. The Director or his deputed official should have a meeting with the concerned officer at least twice in a month or whenever felt needed.
- 1.12 The contractor shall ensure that the alertness and patrolling in the campus is very effective particularly on holidays and after office hours to prevent/detect theft, pilferage or any other damage to Institute's assets (material and persons).
- 1.13 The contractor shall not allow any of the personnel deployed at the Institute to work in more than one shift in a day. The Institute shall have the right to impose a suitable penalty if security personnel are posted in more than one shift without sufficient cause and intimation to the concerned officials of the Institute.
- 1.14 The contractor shall be responsible for lapses committed either inside or outside the premises by the persons deployed by the contractor in the campus.
- 1.15 The contractor shall strictly check the authenticity and photo identity of the persons visiting the campus and shall keep the records of all persons entering and leaving the campus through a computer system provided by the Institute.
- 1.16 The weekly off of all security personnel shall be allowed as per the statutory provision.
- 1.17 The security guards deployed in the II and III shifts will be required to keep continuous patrolling.
- 1.18 The scope of work include that the contractor provides training to his guards regularly/need based so as to provide good quality of security personnel and result oriented services.
- 1.19 The contractor requires to do night patrolling at all the offices of the Institute and provide of any prevailing threats or lapses in their services. They also need to provide night support in case of emergency.

2. PERIOD:

The contract shall be for a period of One year initially from the date of the award of contract with an initial trial period of three months. The performance will be evaluated during the trial period of the contract.

At the sole discretion of NID, Assam, the trial period may be extended for a further period of three months or more, if the performance is not found to be satisfactory. NID, Assam reserves the exclusive right to terminate the contract without notice, during the trial period/extended trial period without assigning any reason whatsoever. **The period of contract can be extended for a further period of one year on same terms and conditions if mutually agreed by both parties.**

3. STAFF:

3.1 The contractor shall at his own cost deploy strong, stout, mentally sound, trained, smart, well-disciplined, intelligent, hardworking security personnel (preferably ex-servicemen), after due medical check-up. The persons thus deployed should be minimum 18 years of age, well trained, well-mannered and experienced.

The contractor shall further ensure that the personnel are of high integrity and their credentials must be verified with reference to the pending police cases etc.

The contractor shall deploy security personnel having basic knowledge of emergency communication, firefighting and use & operation of various types of fire extinguishers. Security personnel shall also be responsible for firefighting whenever need arises. In case of a major fire emergency, they have to guide external firefighting services and also help them in firefighting as per the instructions given by the Officer-in-charge of NID, Assam.

4. GENERAL RESPONSIBILITIES OF THE CONTRACTOR AND OTHER TERMS:

4.1 The contractor shall obtain necessary license and maintain necessary registers as required under statutory regulations.

4.2 The CONTRACTOR shall visit NID, Assam whenever he is called upon to do so by the authorized officials of NID, Assam.

4.3 None of the persons deployed by the contractor shall be allowed to use any of the NID, Assam premises for the residential purpose without the prior approval of NID, Assam authorities.

4.4 All articles which are to be taken out or brought inside the premises shall be liable for security checks, through gate pass system or any other system in force from time to time which shall have to be complied with.

4.5 The contractor shall not use the premises for any other activities except the purpose for which it has been provided.

4.6 The contractor shall have to make his own transport arrangement for his staff and material.

4.7 The contractor shall not assign or sublet, transfer or sub-contract the job awarded to them in favour of any other contractor or agency.

4.8 The contractor shall make their own arrangements for accommodation, transport, canteen and any other facility for the security personnel deployed by them at the respective locations.

- 4.9** Within 15 days of the award of the contract/LOI, the contractor will be required to register themselves as the contractor with the concerned authorities and shall produce one copy of the license to the Chief Administrative Officer, NID, Assam
- 4.10** The contractor shall provide liveries such as uniforms, socks, belts, badges, raincoats, gumboots, winter uniforms, whistle, lathi, big torches and other paraphernalia to his security staff at his own cost.
- 4.11** The contractor shall be fully responsible for all disputes, issues, claims & matters related to employment, non-employment & terms of employment as far as employees engaged by him are concerned. The contractor shall indemnify NID, Assam for all appointment of his personnel under him and that they shall have no claim for permanent employment at NID, Assam.
- 4.12** There shall not be any privity of contract between the Institute on one side & employees engaged by the contractor on the other side and the contractor alone should be responsible for all matters arising out of employees engaged by him. There would be no direct control/ supervision of the Institute on the employees of the contractor.
- 4.13** The work should be carried out as per the instructions of Officer in charge. The contractor shall be required to ensure maintenance of Institute's decorum himself and by all the persons deployed by him.
- 4.14** In case of dispute on the interpretation of terms and conditions of the contract, the decision of the Director, NID, Assam shall be final and binding on the contractor.
- 4.15** The contractor shall ensure that all the persons deployed by him are free from all communicable contagious infectious and other diseases and the contractor shall have them medically examined in case of any illness at his own cost. NID, Assam also reserves the right to direct the contractor to get his persons medically examined by a physician approved by NID, Assam at the sole expense of contractor. If in the opinion of the NID, Assam any person deployed by the contractor is found to be suffering from any such communicable diseases or if any of the person of the contractor is found to commit any misconduct or misbehaves, NID, Assam may restrain such person from entering the premises.
- 4.16** The contractor shall be responsible for the persons deployed by him observing all safety rules from time to time. In case, NID, Assam suffers any loss of any nature from the persons deployed by the contractor not following the safety regulations/instructions, the contractor shall be liable to make good all such losses as may be necessary to recover all such losses from the security deposit and/or dues payable by NID, Assam to the contractor besides other remedies open to NID, Assam.
- 4.17** The contractor shall maintain a fully equipped medical first aid box, which should be easily available to the persons deployed by him. It will be the sole liability of the contractor, in-case of accident or death of any personnel deployed by the contractor while on duty.
- 4.18** The contractor would be required to arrange the screening/scrutiny of security personnel, which he intends to deploy at the Institute, on the date/time convenient to Officer In-Charge, before final selection is done. The contractor would be required to submit the Police verification certificate of all the personnel to be engaged for security work at any of the premises of the Institute.

- 4.19** If, at any time, NID, Assam finds any of the security personnel is unfit, the contractor will be required to replace the same by another security person of the same rank and status immediately. The decision of the officer-in-charge in this regard shall be final and binding on the contractor.
- 4.20** All security personnel to be deployed by the contractor for providing security services should possess sound health and physique, clean shaved and they should be in terry cotton uniform only, which should be maintained in neat and clean condition and well pressed at all times while on duty.
- 4.21** The contractor shall inform the Officer-in-Charge any change in any of its security personnel posted at any point and shall do so only after prior approval of the Officer-in-Charge after fulfilling all the terms and conditions laid down in the tender document.
- 4.22** For the purpose of providing round the clock support, the contractor should have his office with landline telephone and other communication facilities at Jorhat and should have monitoring system from his local office.
- 4.23** The institute reserves its right to change/alter any of the terms & conditions.
- 4.24** The contractor will be required to submit a copy of bio-data with the present and permanent address, Election card, one passport size photograph and copy of valid Police Verification Certificate duly vetted by the contractor, in respect of each of the security personnel to be deployed by him at the Institute.
- 4.25** In the event of having found that the contractor or his personnel have contributed to a theft by deliberately convincing or by themselves taking part in such an activity, NID, Assam reserves the right to forfeit the security deposit and terminate the contract immediately.
- 4.26** The contractor will be required to provide identity cards to his security personnel under applicable labour laws.

5. NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:

If at any time from the commencement of the contract, the NID, Assam for any reason whatsoever does not require the whole or part of the services as specified in the contract, NID, Assam Authorities shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the fulfilment of the contract in full but he did not derive in consequence of the full contract having not been carried out, nor shall he have any claim for compensation by the reason of any alterations having been made in the original contract.

6. PENALTY IN CASE OF FAILURES OF CONTRACTOR:

In case of lapses, failures, repeated failures or lacunas noticed on the part of the Contractor, NID, Assam shall have the right to impose fine(s)/Penalty(s) as per the seriousness of the lapse, which shall be binding on the Contractor. While all contractual conditions will be strictly enforced, penalties will be imposed for deficiencies in service as below.

Sr. No.	Deficiencies in Services	Penalty Amount/action
01.	If the contractor fails to comply with any of the terms and conditions of the contract	₹ 1,000/- per occasion in addition to recovery of any loss arising out of such losses
02.	In case the persons deployed by the contractor are found to be negligent, lethargic during the performance of the security duty at any of the security points.	₹ 1,000/- per day.
03.	Double duties by security personnel	₹ 500/- per day
04.	For any violation, short-comings, acts and omissions of the contractor or his security personnel, which would affect the quality of services & decorum of the Institute.	₹ 1000/- per occasion
05.	In case contractor fails to deploy required manpower	As per rates mentioned in Price bid Part II (C) shall be recovered in addition to ₹ 1,000/- per day.

7. INSPECTION & SAFETY:

- The CONTRACTOR will visit all the premises before quoting and acquaint himself of the facilities available. If the CONTRACTOR quotes without acquainting himself of the facilities available at each of these premises, it will be deemed that he has visited and knows about the same. Under no circumstance can he plead his ignorance about the premises.
- The CONTRACTOR will ensure the safety of the persons deployed by him as well as that of the staff of the Institute.

8. THEFT/PILFERAGE:

In case of any theft or pilferage of any of the belongings of the institute, staff, other contract staff or visitors it will be the primary responsibility of the Contractor to conduct an inquiry/investigation along with the administration to find out the fact. The Contractor if need be in consultation with the Administration, lodge a police complaint. However, if any of the persons of the contractor is found to be guilty of theft or due to the negligence of the contractors security personnel the loss occurs to the institute, staff, contract staff or visitors guest, in that case the loss may be made good by the Contractor immediately or the same may be recovered by the Institute from the Security Deposit of the Contractor. The Institute, apart from recovering the loss may over and above inflict a penalty as deemed fit in the case.

9. INDEMNITY AND GUARANTEE:

- That the CONTRACTOR shall at all times indemnify and keep indemnified the NID, Assam and its officers, servants, guests and agents from and against all the third party

claims whatsoever (including but not limited to property losses, theft, damages, personal accident, injury or death of/to property or persons of any sub-CONTRACTOR and or servants or CONTRACTOR and/or the NID, Assam and the CONTRACTOR shall at his own cost and initiative at all times till the successful completion of the contract period, maintain insurance policies in respect of all insurable liabilities, under the Motor Vehicle Act, Workmen's Compensation Act, Fatal Accidents Act, Personal Injuries Insurance Act etc.

- b) The CONTRACTOR will indemnify NID, Assam from all claims including theft claims, suits, inability & procedure which may be identified/initiated by the employees engaged by the CONTRACTOR shall keep NID, Assam harmless from all such rules, procedure liabilities. The CONTRACTOR shall also indemnify NID, Assam from all or any legal implication or consequences that may arise out of labour laws/rules/accidental claims and any consequence that may arise out of misconduct of any of his personnel. The decision of the Director, NID, Assam in this regard shall be final and binding.

10. GENERAL:

If at any stage during the currency of contract, in any case involving moral turpitude, the CONTRACTOR or their employees is/are convicted, the NID, Assam reserves the exclusive and special right to terminate the Contract and in such event the CONTRACTOR shall not be entitled to any compensation from NID, Assam.

11. RATE:

The rates may be furnished in the **Price Bid (Annexure D)** and shall remain fixed. The rates quoted shall be package/lump sum rate monthly package rates and while quoting the contractor should consider any future increase / decrease in the statutory obligations.

The contractor must pay wages as per prevailing minimum wages as notified by the Asst. Labour Commissioner. The minimum wages announced for schedule of employment of "Watch and Ward" will be applicable.

GST as applicable shall be paid extra on submission of documentary evidence along with monthly bill(s).

The rates quoted by the CONTRACTOR in all the relevant annexure, shall deem to include all expenses whatsoever that the CONTRACTOR may be required to incur for providing the security services.

ANNEXURE A

(To be kept duly filled & signed in Technical Bid)

Eligibility Criteria

Sl. No.	Criteria	Documents required to be submitted	Document submitted/not submitted
1	Vendor should have either registered or a branch office with 24 x 7 support staff available at this office. This office should be in Jorhat.	Valid establishment certificate/ Memorandum of Association/Electricity bill/Rent agreement, etc. and duty register of staff to establish 24x7 support.	
2	Minimum 5 years of experience of providing security services as on date of publication of this tender notice.	Copies of work orders & completion certificates issued by clients to establish 5 years' experience.	
3	Bidders should be Proprietary firm/Partnership Firm/ limited company/Pvt. Ltd. Company	Valid Registration certificate from Competent Authority.	
4	Should have successfully executed one contract of a duration of at least one year, for providing security services to a Government / semi Government or a reputed Company, during the last 3 years as on the date of publication of tender.	Copy of work order / agreement of contract along with Work completion Certificate issued by clients.	
5	Contractor should have an average turnover of ₹_____ per annum for the last 3 financial years, i.e. 2016-17, 2017-18 and 2018-19.	Audited Profit and loss Account and balance sheet / certificate issued by Chartered Accountant for last 3 financial years.	
5	Details of one running Security Contract in Govt / Semi Govt or reputed organisation for providing round the clock security services	Copies of work orders & Performance Certificate specifying no. of security personnel per day, issued by clients.	
6	Bidders should have valid ISO 9001 certification as on publication of this tender	Copy of certificate	
Note:	The response to tender without submission of proof of above points will summarily be rejected without further communication		
	The bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies		
	Original documents shall be produced for verifications, if required.		

ANNEXURE B

(To be kept duly signed in Technical Bid)

Bidder's Detail

I.	Name of the company /proprietor/ partnership firm registered for this purpose under any Law/Act of India	
II.	Address (office)	
III	Telephone no:	
	Fax No.	
	Email ID	
	Round the Clock Emergency No.	
	Name of the Contact person Contact No.	
IV	PF Code No.	
	GST Registration No.	
	ESI Code No./	
	PAN/TAN Registration Certificate	
	Registration details with Labour Commissioner	
V	Details of one single security contract of one year duration during last five years in Government/ Semi Government or reputed Organization for providing round the clock security services in Assam Region with deployment of 30 security personnel per day at single premises.	
VI	Details of one running security contract in Government/ Semi Government or reputed Organization for providing round the clock security services in Assam Region with deployment of 30 security personnel per day.	
VII	During last three years (2016-17, 2017-18, 2018-19)	
	i) the bidder must have undertaken and completed at least one contract of minimum value of 60 Lakh for providing security services or	Name of company: Period of Contract: Value of Contract:
	i) the bidder must have undertaken and completed at least two contracts of minimum value of 40 L for providing security services.	Name of company: Period of Contract: Value of Contract: _____ Name of company: Period of Contract:

		Value of Contract:
	ii) the bidder must have undertaken and completed at least three contracts of minimum value of 20 Lakh per year for providing security services.	Name of company: Period of Contract: Value of Contract: <hr/> Name of company: Period of Contract: Value of Contract: <hr/> Name of company: Period of Contract: Value of Contract:
VII I	Details of valid ISO 9001 certification and valid license under the Private Security Agencies (Regulation) Act, 2005 PSARA) as on date of publication of tender document.	
IX.	Average annual financial turnover of at least 30 Lakh (Rupees Fifty Lakhs Only) during the last three years	2016-17= 2017-18= 2018-19= Average =
X.	Details of EMD	
XI.	Details of Bank Solvency amounting to _____	
XII	Any other information by the bidder	

Authorized Signatory (signature in full): _____

Name and Title of Signatory with seal of the company: _____

ANNEXURE C

(To be kept duly signed in Technical Bid)

LIST OF PRESENT CLIENTS

(Tenders not accompanied by this information & documents in support of the same may be summarily rejected)

Sl. No.	Party's Name & Address	Name of contact persons & phone no.	No. of persons deployed	Period of contract	Contract value per month	Reason for termination/ discontinuation if any

Authorized Signatory (signature in full): _____

Name and Title of Signatory with seal of the company: _____

DECLARATION

1. The above facts are true to the best of my knowledge and I shall be held fully responsible for any wrong statement.
2. The information provided in the annexure is factually correct
3. I have read the Tender Notice No. _____ dated _____ and understood the terms and conditions.
4. I agree to abide the terms and conditions of the contract.

Authorized Signatory (signature in full): _____

Name and Title of Signatory with seal of the company: _____

ANNEXURE D

(To be kept duly signed in Commercial Bid)

Price Bid

Package rate for providing round the clock security services for 8 Hrs duty (in three shifts) for deploying personnel as shown above including all statutory obligations, bonus, liveries, reliever's salary, overheads & profit etc.

Name of the firm & registration no.:				
PF registration no. :				
ESI registration no.:				
Address:				
No. of staff required:		Supervisor: 3	Guards: 21	
Sl. No.	Description	Supervisor	Guards	Remarks
1	Salary (Basic+VDA)			
2	PF			
3	ESI			
4	ELI (Workmen's compensation)			
5	Leave salary			
6	Bonus			
7	Uniform			
8	Washing charges			
9	Any other charges (Pls Specify)			
10	Contractor's margin			
11	Rate quoted per month			
12	Applicable GST			
13	GST in %			
14	HSN Code:			
15	GST in Rs.			
Total amount quoted				

Authorized Signatory (signature in full): _____

Name and Title of Signatory with seal of the company: _____