

**NOTICE INVITING TENDER (NIT) ROUND THE CLOCK CONTRACTUAL SECURITY SERVICES AT INDIAN INSTITUTE OF TECHNOLOGY GOA**

<b><u>NIT NO: IITGOA/C&amp;EMD/2021/015 dated 14<sup>th</sup> June' 2021</u></b>		
1	Date of Tender Publishing on website	14 <sup>th</sup> June' 2021
2	Online Pre-bid meeting at IIT Goa	21 <sup>st</sup> June'2021 at 1100 hrs
3	Date of publishing replies of pre-bid queries to be uploaded on the website	22 <sup>nd</sup> June'2021 by 1700 hrs
4	Last Date and Time for Submission of Tender	5 <sup>th</sup> July'2021 by 1500 hrs
5	Opening of Technical Bids	05 <sup>th</sup> July' 2021 at 1600 hrs
6	Address for submission of bid documents	<b>The Estate Officer IIT Goa, At GEC Campus Farmagudi, Ponda Goa – 403401</b>
7	Duration of Contract	Initially <b>01year</b> from the date of issue of work-order (Subject to further extension as per tender terms)
8	EMD	EMD not applicable, bidders have to submit signed ' <b>Bid Security Declaration</b> ' accepting that if they withdraw or modify their bids during period of validity etc. they will be suspended for future requirement of IIT Goa (Appendix -E)
9	Estimated tender value	₹2,25,00,000/- approx.
10	Schedule of Opening Commercial Bids	Schedule for opening of Commercial Bids will be notified only to the bidders qualifying the Technical Bid evaluation. Presence of the bidder or his/her authorized representative at the time of opening of the Commercial bids is highly preferable.
11	Address of IIT Goa	Indian Institute of Technology Goa, At GEC Campus Farmagudi, Ponda Goa – 403401 Tel: +91 832 2490865 Website: <a href="http://www.iitgoa.ac.in">www.iitgoa.ac.in</a> E-mail: <a href="mailto:estate@iitgoa.ac.in">estate@iitgoa.ac.in</a>

**Detailed tender notice can be downloaded from the website of the Institute at: <https://iitgoa.ac.in/tenders/>**

The right to suspend the tender process or part of the process, to accept or reject any or all the tenders at any stage of the process and/or to modify the process or any part thereof at any time without assigning any reason thereto vests with IIT Goa without any obligation or liability whatsoever.

## GENERAL INSTRUCTIONS TO TENDERERS/BIDDERS

1. IIT Goa invites **Technical bids** along-with supporting documents, shall be submitted in separate sealed envelopes and then encased inside one sealed envelope super scribed '**Technical Bid for Providing Security Service at IIT Goa**' All the pages of this tender document along with necessary Appendices (as applicable) duly signed and stamped, will form the technical bid. The name of the person signing and his/her designation should be written.
2. **The Price Bid** as per the format annexed with this tender document, should be duly filled, stamped and signed by the authorized signatory of the agency/firm/company and sealed in a separate envelope super scribing '**Price Bid for Providing Security Service at IIT Goa**'.
3. The Technical bid and the Price bid shall be sealed in one envelope super scribing '**Tender for Providing Security Service at IITGoa-2021**'
4. The technical bids shall be opened as per schedule placed at **Notice Inviting Tender (NIT)**. The vendors who are short listed after qualifying technical bid evaluation will be intimated the date of opening of price bids subsequently through proper means. IIT Goa reserves the right to reject any or all the tenders/bids without assigning any reason thereof.
5. The tender **for Providing Security Service at IIT Goa** shall initially be awarded for a period of one year from date of award of contract. However, the tender may further be extended for a period of two more years (on year to year basis) on mutual agreement subject to providing satisfactory service to IIT Goa. It may also be noted that the rates quoted by the firm (except minimum wages component & statutory payments), terms & conditions of the tender document shall remain unchanged during the currency of contract and extension period, if any.
6. For any query/Clarification please contact IIT Goa during working hours and days on [estate@iitgoa.ac.in](mailto:estate@iitgoa.ac.in). Bidders are requested to seek all clarifications through mail at the said id within the stipulated timeframe only (i.e. up to pre-bid meeting scheduled as per the NIT). Please note that no query / input from bidders will be addressed after the pre-bid is over.
7. Bidders are invited to participate in a pre-bid meeting scheduled as per the NIT. In case the pre-bid meeting is not done in the due date due to unavoidable reasons, it will be held on the very next day. All inputs / queries will be submitted to [estate@iitgoa.ac.in](mailto:estate@iitgoa.ac.in) before start of the meeting. The agenda of the pre-bid meeting is as follows:-
  - (a) Elaboration of terms and conditions and procedure of selection.
  - (b) Response to the queries.
8. The detail of information to be provided along-with bid, tentative penalties, and other instructions are appended at **Appendix A – E** to this document.

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## SCOPE OF WORK/CONTRACT

1. IIT GOA currently operates from temporary campus at Goa Engineering College, Farmgudi, Ponda town, Goa with various facilities spread across a large area.
2. This tender document provides for requirement of Providing Security Service at **IIT Goa (which shall include Temporary campus, Hostel, New Campus site and other buildings leased by IIT Goa)** to the entire satisfaction of the Institute authorities. Security services will be comprehensive in nature covering all aspect so for security of IIT Goa premises and other leased buildings. The scope of work is as following: -
  - (a) To provide surveillance at IIT Goa (as defined above) at all-time on all days, also to protect IIT Goa land, natural resources, buildings (including leased / hired buildings), fitting and fixtures, equipment, office records, movable and immovable items of IIT Goa.
  - (b) Maintenance of law and order at IIT Goa at all times.
  - (c) To manage and regulate traffic, both vehicular and pedestrian at the Institute and to restrain trespassers / intruders and taking necessary action in consultation with IIT Goa authorities.
  - (d) To manage and monitor all entry and exit points and to deal with defaulters ensuring that the persons of doubtful antecedents are not permitted inside the campus and that IIT Goa is free from tress-passers, squatters and stray animals.
  - (e) To secure and man entry and exit points of various facilities / departments / Sections / Offices of IIT Goa. Checking, verifying, controlling and managing entry and exit of personnel, material and resources.
  - (f) To Check material/property, going out of the building/campus through proper management in consultation with the IIT Goa authorities
  - (g) To provide aid and assistance to the campus inmates in need or in emergency situations including assisting / guiding hostel inmates / Students with institute rules and directions.
  - (h) Carrying-out regular patrolling throughout IIT Goa to check sabotage, theft, pilferage by manning security posts through adequate number of guards in consultation with the IIT Goa authorities. Patrolling shall be carried out in adequate frequency consulting IIT Goa authorities.
  - (i) To investigate security incidents at IIT Goa and to report such occurrences to the institute authorities.
  - (j) Carrying out prompt and necessary action in case of Fire, Accident, Theft, Trespassing, Suicide, Physical fight etc. or any other exigency.
  - (k) To liaise and coordinate with Police, Fire and other disaster management authorities when needed to promptly deal with emergencies, safety and security issues.
  - (l) Implementation of orders/directions from institute authorities for day to day functioning of the institute and implementation of security measures. Ensuring effective inter-communication among security organization of IIT Goa
  - (m) To provide continuous security service 24X7 to IIT Goa throughout the year.

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- (n) Provide timely and usable intelligence inputs to the Institute administration.
- (o) Deal with incoming Couriers and Postman. Prevent entry of Pseudo Couriers.
- (p) Comprehensive control on the key's management of all internal and external doors, lockers, pedestals etc in consultation with the Institute authorities. Key register must be kept up to date at all times.

3. In event of death, fire, accident, suicide, natural calamity, rape, molestation, theft, pilferage, sabotage, intrusion, trespassing or any other incident, the Contractor will deal with the incident professionally through security personnel deputed by him and immediately inform IIT Goa and other concerned authorities on first instance through the fastest means. In order to tackle eventuality, the contractor will devise Standard Operating Procedures and will get them approved by the IIT Goa authorities before implementation.

4. The contractor shall ensure wearing of smart, neat, clean and well ironed uniform (fully funded by the contractor) by the staff deployed at IIT Goa. The uniform is to be worn by the staff at all time during the deployment and shall be in good condition. The pattern and outlook of the uniform shall be identical. The Contractor shall provide necessary accessories along with uniform to the deployed security personnel at his own cost. The details of uniform to be provided per annum per security personnel is as follows: -

- a) Two shirts and two pair of trousers for male guards.
- b) Two pair of appropriate uniform for female guards.
- c) One pair of shoes/Gum boots and two pair of socks.
- d) Two Name Plate.
- e) Two Caps, one Belt.
- f) Ceremonial uniform for special occasions.
- g) One Raincoat.
- h) Torch, Baton and whistle one each.

5. **Manpower requirement**- The numbers of guards may increase or decrease from time-to-time as per the existing requirement of IIT Goa of the time. Following security manpower is required to be provided by the Contractor: -

<b>Security Supervisor / Area In Chare / Control room</b>		<b>06</b>
<b>Security Guards</b>	<b>Male</b>	<b>56</b>
	<b>Female</b>	<b>09</b>
<b>Total Security personnel (including reliever)</b>		<b>71</b>

Note: - Out of 56 security guard (Male), at least 30% should be ex-service man.

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## 6. Qualification of Security Personnel to be deployed:-

<u>Description</u>	<u>Minimum Qualification</u>
Security Supervisor / Area in charge / Control room	A person with educational qualification of 10+2 having experience of security services with working knowledge of computers. <b><i>Ex-servicemen /Retired personnel from para military forces /Police /Railway Police / Home Guards will be given preference.</i></b>
Security Guard (Male / Female)	Should have passed min 10th std and should preferably be able to understand Hindi & English and read / write /speak at least one languages fluently..

As per the Private security agency Act 2005 clause no.10: -

(1) A private security agency shall not employ or engage any person as a private security guard unless he—

- (a) is a citizen of India or a citizen of such other country as the Central Government may, by notification in the Official Gazette, specify;
- (b) has completed eighteen years of age but has not attained the age of sixty-five years;
- (c) satisfies the agency about his character and antecedents in such manner as may be prescribed;
- (d) has completed the prescribed security training successfully;
- (e) fulfils such physical standards as may be prescribed; and
- (f) satisfies such other conditions as may be prescribed.

(2) 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 Organizations, Central or State Governments or in any private security agency shall be employed or engaged as a private security guard or a supervisor.

(3) Every private security agency may, while employing a person as a private security guard, give preference to a person who has served as a member in one or more of the following, namely: —

- (i) Army;
- (ii) Navy;
- (iii) Air Force;
- (iv) any other armed forces of the Union;
- (v) Police, including armed constabularies of States; and
- (vi) Home Guards

## 7. To ensure high standard of performance by security staff,

- a) The **Agency/Contractor** shall provide the Security Services through trained & certified Security Manpower to IIT Goa from time to time as and when required. The location of security service will include IIT Goa temporary campus at Farmagudi, Ponda , Director's residence at Borim, Goa, Raj Mudra Guest house & Off campus hostels at Ponda city.
- b) Approx 20% security guards from the deployed strength shall be required to remain present on 24-hour x 365 days' basis, near to IIT Goa temporary campus with the accommodation provided by the bidder.
- c) The work shall involve apart from deployment at security post, foot/bicycle at any time of the day/ night as per requirement, liaison with police authorities, keeping campus clear of stray animals, measures to prevent theft/ damages to the Institute property and such duties as

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may be considered necessary from time to time.

d) Regular training shall be organized by the contractor at IIT Goa for the security staff for Fire Fighting, Parade/Drill (once in a month), Physical Training, proper conduct and performance by the staff, handling of contingencies, rescue/ relief tasks, operation of walkie/ talkies.

8. The day to day work distribution, supervision and inspection will be carried out by the contractor under his supervision to ensure satisfactory performance by security personnel. The contractor shall supervise and control workmen throughout the period of the Contract.

9. Contractor shall ensure that necessary documentation is maintained by the security organization. The resources required for the same shall be borne by the contractor.

(1) Every private security agency shall maintain a register containing—

(a) the names and addresses of the persons managing the private security agency;

(b) the names, addresses, photographs and salaries of the private security guards and supervisors under its control;

(c) the names and addresses of the persons whom it had provided private security guards or services; and

(d) such other particulars as may be prescribed.

(2) The Controlling Authority may call for such information as it considers necessary from any private security agency, supervisor or private security guard to ensure due compliance of the Act.

10. In case of injury/loss of life of Contractor's personnel inside or outside the IIT Goa, it shall be the sole responsibility of Contractor to make payments towards any treatment or compensation of legal matters arising there from. All responsibilities of personnel employed shall lie with the contractor. Contractor shall provide treatment, compensation and attend to legal matters arising thereof. The Contractor shall also indemnify IIT Goa by executing an Indemnity Bond as per para 11 of special terms and conditions of this tender document.

11. Any loss, theft or damage occurring at IIT Goa, due to negligence of contractor's personnel/guard, will be made good by Contractor. However, the decision of the competent authority of IIT Goa shall be final and binding in this regard on the part of the contractor.

12. In case of any theft or damage to the property of IIT Goa by the contractor's personnel, the entire cost will be borne by the Contractor. Any damage found prior to the date of contract shall be brought, to the notice of IIT Goa immediately.

13. Contractor's staff shall not involve themselves in any type of discussions; argument, quarrel or fighting with any of the worker/staff, officers of IIT Goa. They shall always behave politely and firmly while performing their duties. Any matter creating hindrance in duties shall be brought to the notice of IIT Goa authorities.

14. Security personnel who are habitual offenders and are found continually non-conforming to the contractual terms will be replaced by the Contractor.

15. Baggage of the Security Guards/Supervisor under this contract will not be permitted inside the IIT Goa. Individuals shall be allowed to carry only those items/stores which are required for performance of assigned duty.

16. The Contractor will not further subcontract to any other person or third parties. In case of violation, the competent authority of IIT Goa shall have full right to terminate the contract forthwith and forfeit the security deposit without prejudice to any other rights available under the terms of contract or under law.

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17. IIT Goa is a total tobacco and alcohol-free campus, therefore none of the staff deployed at the campus should be possessing or consuming alcoholic and tobacco products. Violation will attract penalty and strict disciplinary action. Consumption of drugs or any other intoxicants by the guard on duty is prohibited and will attract strict action including levy of financial penalty.

18. The Contractor will have to make their own arrangements for providing accommodation, messing, uniform and conveyance for their employees. IIT Goa shall have no obligation whatsoever in this regard.

19. The Contractor shall pay all statutory payments including annual bonus to his staff as per Govt. Orders and claim the reimbursement later. An undertaking with valid proof of payment of this effect from the contractor is required for the release of payment against the claimed bills.

20. The Competent authority of IIT Goa shall reserve the right for levying penalty or cancellation of contract. The contract may be terminated in the event of occurrence of any of the following contingencies: -

- a. The expiry of the contract period - Without any prior notice
- b. On giving two-month notice by either side. During the period of notice both the parties shall continue to discharge their duties and obligations.

21. In the event of any dispute or difference between the parties signing agreement for this service, the same shall be referred to the sole arbitration of the competent authority of IIT Goa, whose decision thereon shall be final and binding on the parties thereto.

22. The successful bidder shall be required to execute an agreement on the format approved and supplied by IIT Goa on stamp paper of appropriate value at his own cost.

23. At the time of signing the contract, the contractor shall produce original copy of the empanelment certificate (with photograph and signature of the proprietor /Directors) under Private Security Agencies Regulation Act, 2005/Goa Private Security Agencies Rules, 2008/Director General Resettlement (DGR) Registration or relevant registration under any other state govt. act for carrying out the security services.

24. **Minimum eligibility criteria:** - IIT Goa has set up minimum eligibility criteria (**10 points to be read with notes and other requirement as per Appendix 'A'**) for the bidding purposes. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting documents along with the technical bid: -

<u>Sl. No.</u>	<u>Criterion</u>	<u>Documents to be submitted</u>
(a)	The bidder shall be a firm/ company/ partnership/ proprietorship firm registered under the Indian Companies Act, 1956/2013/ the partnership Act, 1932 and who have their registered offices in India.	Copy of Certificate of incorporation and/or Partnership Deed. (As the case may be)
(b)	The bidder should be in security service business for not less than five years before 31/03/2021. Bids of firms which are not in existence / security service business for 5 years as mentioned above shall not be considered.	Provided the details as per form A& Form B

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(c)	Bidder should have a minimum average turnover of Rs. 1.80 crore each in last three years exclusively from providing security services. For this purpose, last financial year would be considered as the one ended on 31.03.2021 and not any later period.	To be certified & validated by Chartered Accountant (CA) of the bidder's organization with name of CA, registration number, signature and stamp.
(d)	The Bidder has to be profitable and should not have incurred loss in any of the last 3 consecutive Financial Years (FY 2020-21, 2019-20 & 2018-19)	
(e)	Bidder should be registered with Income Tax and Goods & Service Tax departments	(a) Attested copy of PAN Card (b) Attested copy of Goods & Service Tax registration certificate
(f)	Bidder should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other Labour authorities including under the Contract Labour (Regulation and Abolition Act).	Attested copy of the Employee Provident Fund registration letter / certificate, Employee State Insurance registration letter / certificate and labour License etc ( Copy of last 3 months challan for EPF & ESIC should be attached)
(g)	The bidder or any of its partners/directors etc. should not have been black listed/debarred by any of the government agencies or department or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations.	Attach Affidavit on ₹ 100/- Non-Judicial Stamp paper duly Notarized (Original and date should be after publishing of the NIT)

(h)	The bidder should have a registered Office for security services at Goa or should open a registered office in Goa at the time of award of contract so as to attend to IIT Goa calls within 30 Minutes and resolve at the earliest.	Establishment certificate
(i)	<p>Bidder should have provided annual security service to at least three (3) Government clients/ PSU/ Public Sector Companies/ Banks/ Central &amp; State Educational Institutes of repute satisfying following criteria: -</p> <p>In addition, the bidder must have carried out following security or similar assignment of minimum indicated value: -</p> <p>(a) Three completed annual security or similar services costing not less than the amount equal to 40% (Forty per cent) of estimated cost (i.e. Rs 90 lakh each); or</p> <p>(b) Two completed annual security or similar services costing not less than the amount equal to</p>	<p><b>Certified Work/ Supply Orders /Agreements for award of security service</b> in support of past orders / contracts with Government clients / PSU / Public Sector Companies / Banks / Central &amp; State Educational Institutes of repute.</p> <p>The contractor will have to furnish <b>satisfactory work completion certificate</b> of concerned contract concluding authorities from concerned organization for verification of</p>

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	<p>50% (Fifty per cent) of the estimated cost (i.e. Rs 112 Lakh each); or</p> <p>(c) One completed annual security or similar service costing not less than the amount equal to 80% (Eighty per cent) of the estimated cost (i.e. Rs 180lakh).</p>	<p>successful / satisfactory completion of such security work.( <b>Details furnish as per form B &amp; C</b>)</p>
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**Note:- 1. Any firm/bidder not fulfilling any of the above mentioned criteria duly supported by the indicated documents shall be out-rightly rejected and the bid shall not be considered for further evaluation.**

**2. The above technical parameter shall be evaluated as per evaluation criteria mentioned below.**

### **Special Terms and Conditions**

1. The bidding firms are advised to study the various clauses contained in the Special Terms and Conditions before submitting their bids carefully. Firms willing to participate in the tender must acquaint themselves with the nature and quantum of work involved before submitting the bids.

2. **Minimum Wages and Social Security Provisions.** The minimum wages payable and other statutory obligations related to social security on the part of the Contractor (employer) will be asunder:

(a) Minimum Daily Wages: Minimum wages are to be paid as prescribed/notified by Central Labour Commissioner (Central) or as by Labour Commissioner (Goa) from time to time, whichever is higher.

(b) Variable DA: As revised/applicable from time to time based upon CPI or any other basis specified by the concerned office.

(c) Social Security: The EPF and ESI shall be payable to the workmen as per rates prescribed by the concerned authority from time to time. The EPF & ESI will be reimbursable on actual basis on produce of necessary documentary proof.

(d) The minimum liability of payment on the part of the Contractor to the workmen or to their respective accounts will be the total of:

(i) Minimum daily wages

(ii) Variable DA on daily wages.

(iii) EPF

(iv) ESI

(v) Other mandatory charges applicable to the services as prescribed by the relevant authorities in Govt. from time to time.

(e) Applicable TDS shall be made from the amount payable to the Contractor. The TDS certificate will be issued by IIT Goa. Payment of income tax on profits of the firm is the sole responsibility of the Contractor.

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### 3. Contract Implementation.

- (a) Sub-contracting of the work will not be allowed.
- (b) Persons below the age of 18 years shall not be engaged for the work. The Contractor will submit medical certificate/any other certificate as age proof of the workmen deployed by him. The Contractor will also submit medical certificate to the effect that the workmen deployed by him are fit for work and are not suffering from any contagious disease.
- (c) Working hours will be 8 hours per watch for the workmen excluding break period. The timings and the break period will be indicated by the authorized rep. of the institute.
- (d) Contractor shall not change any employee without consent of the authorized rep. of the institute. Contractor will provide his telephone numbers of his office/residence/mobile on which he can be accessed / approached by institute.
- (e) The Contractor will be accountable for any accident, injury and loss of life to the workers deployed by him and shall be responsible for payment of compensation as per law. If need arises, the institute will recover such amount from the **Contractor to effect payment to the affected person(s).**
- (f) **Institute reserves the right to terminate the contract at any time without assigning any reason.** However, wherever feasible the institute may consider notification of the annulment in advance to the Contractor.
- (g) The successful Contractor /agency / firm / company will have to deposit a refundable interest free security deposit in form of Performance Bank Guarantee (PBG) in favour of **Indian Institute of Technology Goa** of Rs. (10% of the contracted value of service) at the time of award of work from a scheduled/ nationalized bank payable at Goa. This PBG shall cover entire period of contract and shall remain valid for a period of 60 days beyond the period of contract. Deductions shall also be made from Contractor's PBG during implementation of the contract that may become due as **penalties for violation of rules, terms and conditions**, damages, liabilities or for other causes.

### 4. Payment of Wages to the Workmen

- (a) The contractor will pay the wages for a month to the workmen by 7<sup>th</sup> day of the succeeding month irrespective of release of payment to him from IIT Goa.
- (b) The contractor will maintain all registers as required under the relevant acts/rules and shall get inspected by the authorized representative of the institute every month before payment.
- (c) The contractor will issue wage slips and employment cards as per relevant Act.
- (d) The contractor will make payment to his employees either through NEFT and produce the necessary documents in proof of payment. The contractor shall obtain signature or thumb impression of the workman on wage roll authenticated by the initials of the contract.
- (e) Wages shall be paid without any deductions except those specified by special order or permissible under the Payment of Wages Act.
- (f) In case of delayed/short supply of manpower, penalty/ liquidated damages of the  
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payment or part thereof shall be recovered from the bills of the contractors as per **Appendix 'B'**

(g) EPF: The contractor shall deposit both parts of EPF, in the respective accounts of the workmen every month without fail. The contractor shall submit the proof i.e. copies of the challans/statements together with the list of workmen with account numbers and the amounts deposited against each to Accounts Section for processing the bills.

(h) In addition to the above items, the contractor is bound to comply with all the statutory requirements like ESI, EPF, Bonus etc. (as per the commercial bid document) in respect of payment to the workmen regarding wages.

## **5. Variation in minimum wages during currency of the contract**

Any increase/ revision in the minimum wages or in the rates of social security provisions during currency of the contract shall be payable to the workmen. The contractor will make payment to his employees at the revised rates without waiting for a formal confirmation from the institute. The difference in payment shall be paid/recovered by the institute. The contractor shall present the necessary supporting documents to claim the variation.

## **6. Safety & Insurance.**

- a. The Contractor shall follow safety procedures in all respects.
- b. The Contractor will adhere to safe working practices and will take all safety measures necessary for safety of his workmen. He will remain responsible for the safety of his engaged persons. The Contractor should provide all necessary safety instructions, personal protective safety equipment to the persons engaged by him as applicable and required.
- c. The Contractor shall be liable to bear all expenses/damages/compensation in the event of any injury or loss of life of the personnel engaged by him while on duty.

## **7. Security**

- a. The Contractor and the persons engaged by him should not have any adverse police record and should bear good character. The Police Verification and security clearance initiation for all the workmen and supervisory staff is to be ensured by the Contractor at the time of placement of supply order. The receipt of the verification forms by the concerned Police Department will be furnished within 45 days of signing the contract.
- b. The Contractor shall be bound by all security procedures followed at IIT Goa and abide by security instructions for all purposes. Workmen engaged by him will be liable for check and search by the security on duty while mustering in and out and also at the other random places and timings. Any breach/violation of security regulations in the work premises by any of the Contractor's persons shall be Contractor's responsibility.
  - c. The Contractor will be responsible for good conduct of his workmen. If any workman is found indulging in undesirable activities, he will have to be withdrawn immediately as asked by the institute and replaced with a new person.
  - d. Institute reserves right to disallow any or all of the Contractor's men from being deployed inside the institute campus without assigning any reason.
  - e. In the event of any damage to the property of the institute or life of its employees and/or their dependents the Contractor shall be liable for payment of compensation and/or prosecution in accordance with applicable law and provisions. Compensation for damage to the property of the institute will be as assessed by authorized

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representative(s) of the institute and shall be recoverable from the Contractor at market value.

## **8. Statutory Obligations**

a. The Contractor shall abide by and comply with the provisions of all the Acts, Rules and notifications issued by Central/State Govt. as applicable from time to time in respect of the contracted work and all staff employed by him at his own cost and risk, including the following:

- i. Contract Labour (Regulation and Abolition) Act 1970
- ii. Contract Labour (Regulation & Abolition) Central Rules 1971
- iii. Payment of Wages Act 1936, Payment of Wages (Amendment) Act 2005
- iv. Minimum Wages Act 1948
- v. Minimum Wages (Central) Rules 1950
- vi. Employees' Compensation Act 1923
- vii. The E.P.F. and Miscellaneous Provisions Act 1952
- viii. Employees State Insurance Act 1948
- ix. The Child Labour (Prohibition and Regulation) Act 1986
- x. Labour Codes 2019/2020

b. Liability arising due to failure to adhere to statutory or other legal provisions attributable to the Contractor shall be borne by the Contractor himself.

- i. The Contractor shall maintain up to date records required for compliance with the provisions of all the Acts and Rules made by Central/State Govt. as applicable from time to time in respect of the contracted work.
- ii. If a bidding firm/Contractor is found violating any statutory provisions concerning labour laws or has given incorrect/false/misleading information, affidavit or documents at any stage of tender or contract, necessary action as deemed fit, that may include debarring of the firm, shall be initiated.

## **9. Payment to the Contractor(s)**

a. Payment to the contractor will be made on monthly basis on presentation of bills and work completion certificate(s) from the authorized representative of the institute. **In case of any discrepancy in service or inadequate payment of wages / to debtors, bill payment will be withheld till resolution of all issues.**

b. Payment to the contractor is liable to be held back if the contractor fails to make payment due to the workmen engaged by him within statutory time period.

c. Deductions shall also be made from contractor's bills during implementation of the contract that may be become due as **penalties for violation of rules, terms and conditions**, damages, liabilities or for other causes.

## **10. General**

(a) The persons employed by the Contractor, will have no right whatsoever to claim permanent/temporary employment in this organization. There will be periodical as well as surprise checking of the services provided by the Contractor for the subject job by the

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representative of the institute. In case of default, the contract will be liable for short closure of supply order forfeiting the security deposit.

(b) If any employee of the Contractor is found to have committed misconduct or misbehavior, the institute at its sole discretion, may direct the Contractor to remove such employee and the Contractor shall remove such employee(s) without questioning the decision of the institute.

(c) The personnel deployed by the Contractor will not become member of any trade union of the Institute. If the personnel employed by the Contractor indulge in union activities which affect the service obligation of the Contractor or safety and security of the Institute, the contract will be liable for termination. In the event of violation, they will be debarred from entering Institute premises and contract can also be considered for termination.

(d) Further, the personnel deployed by the Contractor shall not engage themselves in any undesirable activities within the institute premises. They shall not indulge in any business dealings with any agency directly or indirectly associated with Institute or in trade union activities. In the event of violation, they will be debarred from entering the Institute and contract can also be considered for termination and forfeiture of the security deposit.

(e) The personnel deployed by the Contractor shall be available at the place of work defined for them. They must not visit undesignated places without valid authorization by Institute.

(f) No housing/accommodation will be provided by the institute to the personnel deployed by the Contractor unless otherwise specifically provided in the contract.

(g) The agency is required to adhere/ abide by the terms & condition of the contract strictly. The agency has to pay all statutory taxes & wages to the people employed by him in time as per the clause laid down in the contract. In case found defaulting/ violating the terms & conditions of the contract, IIT Goa may take suitable action a deemed fit including cancellation of contract and debar from further participation in the further tender.

**11. Indemnity Clause. The Contractor has to execute an indemnity bond stating "The Contractor indemnifies IIT Goa of any issues arising on account of providing security service at IIT Goa".**

12. **Arbitration** : Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement on any matter whatsoever, before/ after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute at the time of the dispute and shall be binding on both parties. If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns / withdraws for any reason from the position of arbitration, it shall be lawful for the Director of the Institute to appoint another person to act as Arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which his predecessor left it, if both the parties consent to this effect, failing which the Arbitrator shall be entitled to precede-novo. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to the Arbitrator at the time of invocation of arbitration under this clause. It is also the term of the contract that cost of arbitration shall be borne by the parties themselves. The venue of arbitration shall be Goa only.

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

14. **Confidentiality**: It is understood between the parties hereto that during the course of business relationship, the Security Agency may have access to confidential information of the Institute and it undertakes that it shall not, without the Institute's prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information in any regard, whatsoever. This clause shall survive the period of 3 years from the date of expiry of this Agreement or earlier termination thereof.

15. **Insolvency**: The Institute shall have the right to immediately terminate this Agreement if the Security Agency becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors.



**PERFORMANCE REPORT OF CONTRACTS REFERRED  
IN FORMS 'A'**

(Furnish this information for each individual contracts from the employer for whom the contract was executed in the employer's letter head)

1. Name of contract & location
2. Agreement No.
3. Annual Value of contract
4. Date of start
5. Date of Completion

*(Signature)*

Date:

(Seal of the organization)

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**INFORMATION TO BE PROVIDED WITH THE TECHNICAL BID**

<b><u>Sl</u></b>	<b><u>Criteria</u></b>	<b><u>Document produced</u></b>	<b><u>Page no of technical bid</u></b>
1	Name and address of bidder		
2	Telephone No./Fax No./email address of the bidder		
3	Name and title of Directors and officers with designation who will be directly concerned with this work.		
4	The bidder shall be a firm/ company/ partnership/ proprietorship firm registered under the Indian Companies Act, 1956/2013 the partnership Act, 1932 and who have their registered offices in India.		
5	The bidder should be in security service business for not less than five years before 31/03/2021.		
6	Bidder should have a minimum average turnover of Rs. 1.80 crore each in last three years exclusively from providing security services.		
7	The Bidder has to be profitable and should not have incurred loss in any of the last 3 consecutive Financial Years		
8	Bidder should be registered with Income Tax and Goods & Service Tax departments		
9	Bidder should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other Labour authorities including under the Contract Labour (Regulation and Abolition Act).		
10	The bidder or any of its partners/directors etc. should not have been black listed/debarred by any of the government agencies or department		
11	The bidder should have a registered Office for security services at Goa or should open a registered office in Goa at the time of award of contract so as to attend to IIT Goa calls within 30 Minutes and resolve at the earliest.		

12	<p>Bidder should have provided annual security service to at least three Government clients/ PSU/ Public Sector Companies/ Banks/ Central &amp; State Educational Institutes of repute. In addition, the bidder must have carried out following security or similar assignment of minimum indicated value: -</p> <p>(a) Three completed annual security or similar services costing not less than the amount equal to 40% (Forty per cent) of estimated cost (i.e. Rs 90 lakh each); or</p> <p>(b) Two completed annual security or similar services costing not less than the amount equal to 50% (Fifty per cent) of the estimated cost (i.e. Rs 112 Lakh each); or</p> <p>(c) One completed annual security or similar service costing not less than the amount equal to 80% (Eighty per cent) of the estimated cost (i.e. Rs 180lakh).</p>		
13	Performance certificate from current employers to be attached <b>as per Form- B</b>		
14	Total manpower employed in Security service (minimum 150 Nos.)		
15	Whether ISO certified (enclose the copy of relevant certificate)		
16	Training Arrangements (Full details of such training, including institutions utilized for training, duration of training and available training aids should be furnished)		
17	Any other information considered necessary but not included above		

### **Declaration**

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

Date:  
Place:

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**Signature with Seal of Authorized Signatory**

**PENALTY CLAUSE: RATE OF RECOVERY TOWARDS SHORT SUPPLY OF MAN  
POWER & EQUIPMENT AND NON-COMPLIANCE OF TERMS & CONDITIONS**

S. No.	Items	Penalty
1.	Delay in disbursement of wages beyond 07 <sup>th</sup> day	Rs 5,000/- per day x Number of days payment delayed.
2.	Shortage of torches, batons, CUG based Mobile phones and other paraphernalia as specified	Rs 500/- per day x Number of items
3.	Shortage of Security Guards/Supervisors	Rs 1,000/- per day x Number of Security Guards NA x Number of Days
4.	Non-issue of uniform	Rs 500/- per day x Number of Security Guards not issued uniform
5.	Failure to prevent Theft Case	Rs 10,000/- per case + Approx cost of Stolen items/stores
6.	Repeated non-compliance of Tender Agreement Terms & Conditions	Rs 10,000/- per month
7.	Repeated delay in wages disbursement/ repeated non-compliance of Tender Agreement Terms & Conditions/ Thefts & Decoity and serious lapses even after issue of Show Cause Notice (Any of the above)	Rs 50,000/- per month and Debar from further participation in IIT Goa's Security Services Tenders for next three years

**PRICE BID / SCHEDULE FOR PROVIDING SECURITY SERVICE TO IIT GOA**

Central Minimum Wages (w.e.f 01 April 2021)		Security Guard(Male / Female) Watch and Ward(without arm)	Security Supervisor / Area in charge / Control room Watch and Ward (with arm)
<b>Minimum wages per day</b>		<b>714</b>	<b>784</b>
I	Basic(26 days)	18564	20384
II	<b>Statutory Liabilities</b>		
	PF@ 13.00%(Basic Wage Subject to maximum Rs. 15000/-)	1950	1950
	ESI contribution@3.25%	603	662
III	<b>Total Statutory Remit</b>	<b>2553</b>	<b>2612</b>
IV	<b>DIRECTCOST(I+III)</b>	<b>21117</b>	<b>22996</b>
V	<b>No. of Security Personnel(tentative)</b>	<b>65</b>	<b>06</b>
VI	<b>Total Direct Cost:IVxV (Per month)</b>	<b>1372605</b>	<b>137976</b>
VII	<b>Gross estimated cost per year excluding Agency charges (VI x 12)</b>	<b>16471260</b>	<b>1655712</b>
VIII	<b>Total Cost for providing Security Personnel per annum</b>	<b>18126972</b>	
IX	<b>Agency Service charge in% (To be quoted by bidder on Total Direct Cost per month mentioned at serial VIII)</b>	<b>Q %</b>	<b>Amount .....</b>
X	<b>TOTAL=</b>	(VIII + IX) = Rs..... ( In Words.....)	

**Note:**

(a) Ex- service man deployed will be paid as per DGR (Area-B) rates.

(b) The bidder is requested to acquaint himself with the scope of work, all terms and conditions & penalty details etc. of the complete tender document before quoting the rates.

(c) No ambiguity should be there in the quoted price and the rate must be as per the price bid format.

(d) In case of tie in the financial bid, the agency shall be selected by preparing merit on maximum contracts/working experience (current/existing) in IIT/NIT/IISER/IIIT/IISC and the agency having highest such experiences shall be declared L-1. In case of further tie the merit shall be prepared in the same manner based on Annual turnover, Maximum number of guards on roll accordingly. The decision taken by the Institute shall be final.

(e) **The bidders are required to quote Service/Agency charges in percentage on estimated per annum Gross Amount mentioned in serial IX of Financial Bid. The monthly bill will be on reimbursement basis, agency profit / charges should not be Nil, after payment of wages, statutory compliance, applicable taxes and adjustment of TDS. The bidder not adhering to this condition will be considered non-responsive and such bids will be summarily rejected. Bidders are advised to be careful while quoting Service/Agency charge in the Financial bid.**

(f) Generally, bonus is paid once a year on receipt of notification from the Ministry of Labour and Employment, Govt. of India and on further directions by the Ministry of Education, Govt. of India. Presently, there are no directions for payment of bonus. Therefore, no bonus is to be paid. However, if directions for the payment are received in future from the Ministry of Education, Govt. of India, the same will be paid as per directions and by following the conditions relating to minimum service etc.

**Signature with Seal of Authorized Signatory**

**FORMAT FOR PERFORMANCE GUARANTEE BOND**

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

(TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT GOA OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT GOA OR ANY SCHEDULED BANK SITUATED AT GOA. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.

To,  
The Registrar,  
Indian Institute of Technology Goa

**LETTER OF GUARANTEE**

WHEREAS Indian Institute of Technology, Goa (Buyer) has invited Tenders vide Tender No IIT Goa/C&EMD /2021/015 Dt. 14<sup>th</sup> June 2021 for ' ' AND WHEREAS the said tender document requires that any eligible successful tenderer (seller) wishing to supply the service in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of "**Registrar, Indian Institute of Technology, Goa**" in the form of Bank Guarantee for ₹----- (Rs. -----) (10% (Ten percent of the contract value) and valid till **one year or up to warranty period whichever is later** from the date of issue of Performance Guarantee Bond may be submitted within 15 (Fifteen) days from the date of Order Acknowledgment as a successful bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the catering service this Bank shall pay to Indian Institute of Technology, Goa on demand and without protest or demur ₹----- (Rs. ----- )

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

We,..... (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (Seller) and/ or Indian Institute of Technology, Goa (Buyer).

**Notwithstanding anything contained herein:**

1. Our liability under this Bank Guarantee shall not exceed ₹----- (Rs. ----- ).
2. This Bank Guarantee shall be valid up to..... (date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if IIT Goa serves upon us a written claim or demand on or before..... (date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at ..... situated at .....  
(Address of local branch).

Yours truly,  
Signature and seal of the  
guarantor: Name of Bank:  
Address:

**Signature with Seal of Authorized Signatory**

*(To be printed in letter head)*

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**BID SECURITY DECLARATION**  
**IN LIEU OF SUBMISSION OF EARNEST MONEY DEPOSIT (EMD)**

Ref: (1) Our Offer No.....dated.....  
(2) Your Tender No. IIT GOA/C&EMD/2021/015 dated 14-06-2021

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In the event of withdrawing or modifying our offer within the validity or extended validity period, we here by accept the suspension of our company/firm for a period of two years from the date publication of this tender for future requirement of IIT Goa

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**Signature with date: Name:**

**Designation:**

**Official Seal**

**Signature with Seal of Authorized Signatory**