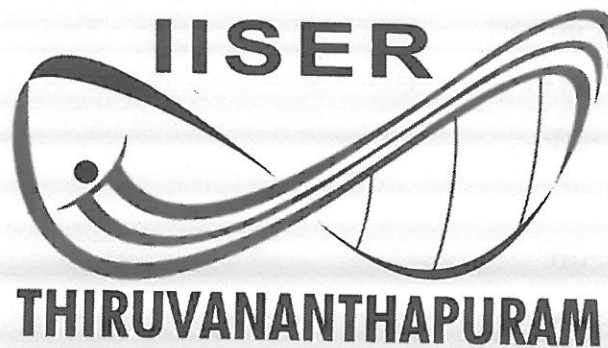


E-TENDER DOCUMENT
FOR PROVIDING
SECURITY SERVICES
TO
IISER THIRUVANANTHAPURAM



E-TENDER NOTICE

Indian Institute of Science Education and Research Thiruvananthapuram (IISER TVM) invites E-Tender (Online Tender through website <http://eprocure.gov.in/eprocure/app> in Two bid System i.e. Technical Bid and Financial bid from professional security agency capable of providing round the clock security services (by providing security guards (without arms) on rotation) basis in 3 shifts of 8 hours each at various locations of this Institute's campus at permanent campus of IISER Thiruvananthapuram on the terms and conditions given in tender form. Vithura, Thiruvananthapuram. The approximate requirement of the security guards will be 15 (Fifteen) per day.

The tender documents consists the following

1. Bidders Eligibility Criteria
2. Site Familiarization
3. General Conditions of Tender
 - i. General Instructions to the Tenderer
 - ii. List Enclosures
 - iii. Selection Criteria
 - iv. Award of Contract
4. General Conditions of Contract
 - i. Scope of work
 - ii. Penalty
 - iii. Force Majeure
 - iv. Terms of Payment
 - v. Misconduct/ Misbehavior
5. Critical dates to remember
6. Scope of Work
7. Forms forming part of Technical Bid

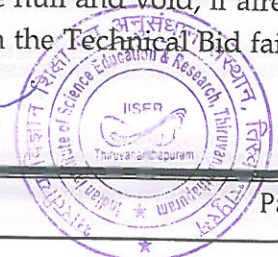


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1. BIDDERS ELIGIBILITY CRITERIA:

- a. The Bidder shall have a minimum of three years' experience in the similar field of providing security services to any of the Centrally Funded Technical Institutions (CFTIs)/ Central Educational Institutions (CEIs)/Centrally Funded Autonomous Institutions/Institutes of National Importance(INIs)/PSUs of GoI/Go Kerala/Any GoI /GoK Institution of repute. Proof of work orders issued by the concerned authorities to be attached. The agency should have experience in executing similar works in establishments/offices in the state of Kerala.
- b. The bidder must comply with all statutory requirements, such as registration with ESI, EPF, O/o RLC, PAN/TIN/TAN & GST etc. and any other registration/ license, which are mandatory for such agencies, stipulated by concerned authorities from time to time and shall submit proofs thereof.
- c. The bidder should have an average annual turnover of Rs.50 lakhs in preceding three financial years (2020-21, 2019-20 & 2018-19). The bidder shall enclose the audited statements/ITRs of the same duly certified by a Registered Chartered Accountant.
- d. The bidder should submit at least two Employer's certificate (in the prescribed format – Form 5) towards satisfactorily completed / ongoing security service contract with minimum annual payable amount of Rs.25 Lakhs in the last three years clearly indicating the no. of security staff deployed.
- e. The bidder shall have at least 50 employees on its role in the current year with the details of their present employment. An EPF statement indicating number of employees from the government EPFO website shall be submitted to substantiate the same.
- f. The bidder should have Registered Office/ Branch Office in Thiruvananthapuram and documentary proof of office viz. Statutory registration and license etc. should be submitted.
- g. The agency should have remitted all statutory dues, such as ESI, EPF, Income Tax, GST etc. without default. A self-certificate to that effect has to be enclosed along with the technical bid.
- h. The bidder should not have been blacklisted by any Government or any other organization in the last three years. An affidavit to this effect shall be given by the firm along with the Technical Bid failing which the bid shall be rejected. (Form 6)
- i. The bidder shall confirm and declare that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. The bidder has to further confirm and declare that no agency commission or any payment which may be construed as an agency commission will be paid and that the tender price will not include any such amount. The institute reserves the right to declare the bidder as non-compliant and declare any contract to the bidder to be null and void, if already awarded. An affidavit to this effect shall be given by the firm along with the Technical Bid failing which the bid shall be rejected. (Form 6)

[Handwritten Signature]



- j. A firm having any suit/criminal case pending against its proprietor or any of its Directors (in case of Pvt. Ltd. Company) or having been earlier convicted for violation of PF/ESI/Minimum Wages Act or any other laws in force shall also not be eligible. An affidavit to this effect shall be given by the firm along with the Technical Bid failing which the bid shall be rejected. (Form 6)

2. SITE FAMILIARISATION

Before quoting, the Bidder in his/her own interest shall carry out site visits to know the site conditions and full implications of the assignment. This will also help him/her in proper assessment of the work. Failure to do so will not absolve the contractor of his/her responsibility to carry out the work as specified in the Tender Documents. The cost of visiting the site shall be borne by the Bidder and shall be at his/her own responsibility and risk. A tenderer shall be deemed to have full knowledge of the site whether he/she inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

3. GENERAL CONDITIONS OF TENDER

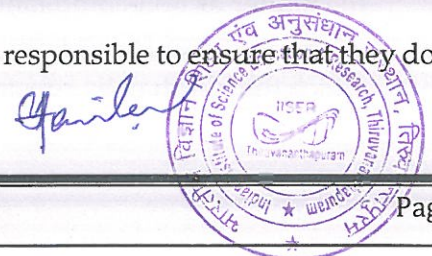
i. GENERAL INSTRUCTIONS TO THE TENDERER

a. General Instructions

- i) As per the directives of Govt., the Notice Inviting Tender (NIT) has been published on the Central Public Procurement Portal (CPPP) (Link: <https://eprocure.gov.in/epublish/app>).
- ii) Bidders who have not enrolled / registered in e-procurement portal will be required to enroll/register before participating.
- iii) Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://etenders.gov.in/eprocure/app>
- iv) Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://etenders.gov.in/eprocure/app> under the "Information about DSC".
- v) The tenders will be received online through portal <https://etenders.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in pdf format.

b. Registration

- i) Bidders are required to enroll/register on the aforesaid portal by clicking on "Online Bidder Enrolment", which is completely free of cost. As part of this, the bidders will be required to choose unique user name and password for their account.
- ii) While registering, bidders are advised to mention their valid email id & mobile number, which would be used for any communication from CPP Portal.
- iii) Upon enrolment, the Digital Signature Certificate (DSC) (Class II / Class III with signing key usage, issued by any certifying authority recognized by CCA India) of the bidder has to be registered.
- iv) Only one valid DSC should be registered. Bidders are responsible to ensure that they don't lend their DSCs to others which may lead to misuse.



c. Searching for Tender Documents:

- i) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective "My Tender" folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

d. Preparation & Submission of bids

- i) The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>.
- ii) Both Technical Bid & Price Bid should be submitted separately in online CPP portal as per the specified format only. Right is reserved to ignore any tender which fails to comply with the above instructions.
- iii) Before submission of bids, bidder should take any corrigendum published on the tender in to account. Bidders have to go through the terms of the tender and submit the tender accordingly along with the required documents in no. of covers as sought. Any deviation will lead to rejection of the bid.
- iv) Bidders should submit the tender documents as mentioned in the tender and its schedule. The format of the document PDF/XLS in general. Bid documents may be scanned with 100 dpi with black and white option.
- v) Bidders are advised to go through the menus available in the E-Procurement portal towards registration and provision for keeping the documents for uploading in My Documents etc. before submission of bids so as to save time & effort.
- vi) Bidders should log in to the portal and submit the bids on or before the last date & time of submission.
- vii) Bidder has to digitally sign all the required documents of the bids as mentioned in the tender and upload one by one.
- viii) Bidders are to submit their offers (Technical & Financial) in the prescribed format provided in the Annexure. No other format is acceptable. The format is found to be modified, the bid will summarily be rejected.
- ix) The server time will be considered as the standard time for referencing the deadlines for submission of bids by the bidders, opening of bids etc. The same has to be followed during bid submission.
- x) Institute (Tender Inviting Authority) will not be responsible for any sort of delay or the difficulties faced during the time of bid submission online by the bidders. Upon its successful submission, a message & bid summary will be made available in the bidder's user environment.

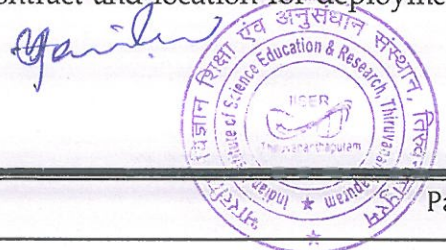
- e. No tenderer will be allowed to withdraw or amend its/his tender or impairs or derogates from the tender in any respect after submission of the tenders within the bid validity period.
- f. Submission of tender by a tenderer implies that he has read this notice and all other contract documents has been made himself aware of the scope and specifications for the work to be done.
- g. Opening of Tender:
- The online bid will be opened by a committee duly constituted for this purpose.
 - The technical bid will be opened online first and it will be examined by a technical committee (as per the eligibility criteria and requirement).
 - The financial offer/bids which technically qualifies all the eligibility criteria and requirements as per the Tender will be opened.
- h. Assistance to Bidders:
- i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
 - ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is [0120-4200462, 0120- 4001002, 0120-4001005]
- i. Failure to comply with any of the instructions stated in this NIT or offering unsatisfactory explanations for non-compliance will lead to rejection of offers.
- j. IISER Thiruvananthapuram reserves the right to accept/reject the whole or any part of the tender without assigning any reason thereof.

ii. LIST OF ENCLOSURES:

The bidder has to submit the bids through e-procurement portal <http://eprocure.gov.in>.

The technical bid (Cover 1) must be accompanied with the following documents and should be uploaded in the same manner as given below: -

1. Form -1. - Undertaking to be provided on a Stamp paper of Rs 100/- by the authorized signatory thereby accepting all terms and conditions.
2. Form -2 - Bidder's General Information along with the documentary proof.
3. Form 3 - Bidders Eligibility Criteria
4. Form 4. - The contractor must submit a proof of experience in providing security services rendered for the last three years with details such as details of contracting Agency, Number of security staff deployed, Contract No, duration of the contract and location for deployment of staff in tabular form.



5. Form 5 - Certificates from at least two Employer's for satisfactorily completed/ongoing security service contract with minimum annual payable amount against the contract of Rs.25 Lakhs or above in the last three years, indicating number of security personnel employed.
6. Form -6 Affidavit
7. Documents related for security service license, ITR, PAN, TIN/TAN, O/o RLC, GST, EPF & ESI Registrations etc.
8. Audited financial statements for last 3 years (2020-21, 2019-20 & 2018-19). A statement from Chartered Accountant giving out the bidder's turn over for security Services rendered for these three years shall also be given along with the turnover averaged for the security services over the same three years 'period.
9. Any other documents to strengthen your credentials as a bidder.

(COVER 2) FINANCIAL / PRICE BID

The tenderer should quote manpower charges in Financial Bid strictly in accordance with the minimum wages as decided by the Ministry of Labour & Employment, Government of India. If the rates quoted found below the minimum wages, tender will be summarily rejected. Schedule of Financial/Price bid indicating percentage being quoted on cost plus basis to be uploaded in BoQ.

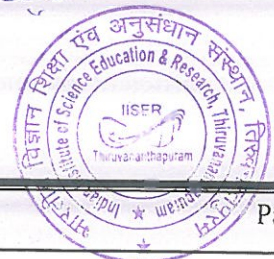
iii. SELECTION CRITERIA

- a. **Technical bid (Cover 1):** Technical bid submitted online will be opened in the presence of tender opening committee (Bid openers). Technical bid will be opened online first to verify its contents as per requirements. If various documents contained do not meet the requirements and prove eligibility as per the eligibility criteria defined earlier in this tender, Technical Evaluation shall not be carried out.

The financial bids of Bidders who are qualified in the technical evaluation stage, will only be opened.

- b. **Financial bid (Cover 2):** Financial bid of only those bidders who qualified in the technical bid (Cover 1) will be opened, on the date and time declared in tender notice. If the financial bid i.e. BOQ could not be opened due to "Document Decryption Failed" reason and if minimum three financial bids i.e. BOQ opened successfully then the tender will succeed for further action. The failed bid/bids shall be considered as rejected. IISER Thiruvananthapuram shall not be responsible for any postal delay or delay due to link failure/internet problem etc. in respect of submission/receipt of any documents or in submission of e-bid. It is the responsibility of the Bidder to make sure that the required documents/e-bid have been submitted in time.

Signature



- c. **VALIDITY OF BID:** Bid submitted by Bidder shall remain valid for acceptance for a period of 90 (ninety) days from the date of opening of the BID. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected. In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

iv. **AWARD OF CONTRACT:**

1. The contract for the providing security personnel shall be awarded to the tenderer who meets the following criteria.
 - i) Who quotes the lowest rates as per as per the given Financial Bid Proforma *ie (Wages including Statutory Liabilities) + service charge (excluding GST).*
 - ii) Whose tender has been found to be responsive, eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
2. The Institute will communicate the successful bidder by email/post that his tender has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Intent") shall prescribe the amount which the Institute will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.
3. The successful bidder will be required to execute an agreement within a period of 15 days from the date of issue of Letter of Intent.
4. The successful bidder on acceptance of the contract must submit the all the original statutory documents uploaded in the CPP Portal.
5. The successful bidder shall be required to furnish a Security Deposit within 15 days of receipt of LoI for an amount equal to three (3%) of the annual contract value or Rs 2,00,000/- whichever is higher, in the form of an Account Payee DD/Direct Bank Transfer/Performance Bank Guarantee from any Nationalized Bank. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.
6. The rates at which the contract is awarded will be valid throughout the contract period except for statutory payments, etc. However, if there is any downward revision of all the rates due to revision of govt. taxes etc., or any other reasons, the benefit shall be passed on to the Institute through appropriate reduction of the contracted rates. Further, any upward revision of Minimum Wages by the concerned authority, amount may be revised accordingly.
7. Failure of the successful tenderer to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award.

8. The Competent authority of the Institute does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected. The contractor shall obtain a license under Contract Labor(R&A) Act, 1970 and also submit a copy of such license duly attested to the Institute. No payments would be released till the contract license is submitted to the Institute. Moreover, the contractor shall abide by all the necessary provisions of various other Labor Laws/Acts viz. ESI/Bonus, Workmen's Compensation, EPF and any other laws and rules applicable, in this regard.

4. **OTHER TERMS AND CONDITIONS OF CONTRACT:**

1. **Scope of Work:** The scope of work under this security contract is as follows:

- a. Providing round the general security services at the duty points/specified premises as per the details provided by the Institute.
- b. Patrolling of campus and adjoining facilities
- c. Keeping vigil against trespassing by strangers, vehicles, stray animals etc
- d. Verifying the identity of the persons entering the Institute premises and prevents the entry of unauthorized persons, anti-social elements, unauthorized vehicles etc.
- e. Assist the Institute staff and students during emergency situations
- f. Ensure fire safety in the campus.

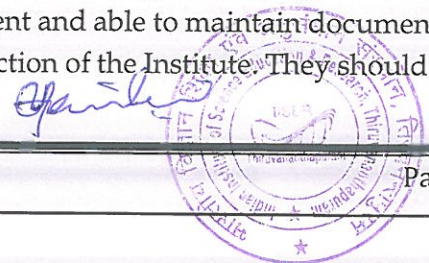
2. **Period of contract:** The contract shall be for a period of one year from the date of signing agreement extendable for subsequent year(s) subject to satisfactory performance.

3. **Notice period:** Notwithstanding anything contained hereinbefore to the contrary, the Institute shall have full power and authority to terminate this Agreement without assigning any reason by giving 30(thirty) days' notice in writing. Similarly, if the contractor wants to rescind the contract he/she is required to give at least 60 days' notice for withdrawal of services.

4. The contractor shall have to deploy security personnel to work in three shifts of eight hours duration every day excluding the general shift from 09.00 hrs to 17.30 hrs.

5. The contractor shall at his own expenses to provide the security guards with two sets of uniform, torchlight, outfit, baton etc required for the effective discharge of security services to the Institute. If it found that the agency is charging money for providing uniform to the personnel deployed, the same will be viewed seriously and the amount charged from the personnel will be deducted from the monthly service bill along with the penalty amount as decided by the Institute authorities.

6. The security guard deployed should be physically fit, mentally alert and should have a minimum qualification of 10th class. The age limit prescribed as per PSAR Act. The guard deployed should be trained in handling security equipment, firefighting equipment and able to maintain documents as per the security guidelines and instructions of the security section of the Institute. They should also



possess knowledge in First Aid/driving/handling wireless equipment/modern security gadgets etc.

7. Persons suffering from contagious or infectious disease shall not be employed or permitted to work & it reserves its rights to examine any of the employees for medical fitness without prior notice. Expenses, if any incurred by the Institute for medical examination of such employees, shall be borne by the contractor.
8. All personnel provided shall be the employees of the Contractor and all statutory liabilities are to be paid by the contractor such as ESI, PF and other compensations as prescribed under Workmen's Compensation Act, etc. The list of staff proposed to be deployed shall be made available to the Institute and if any change is required on part of the Institute, fresh list of staff shall be made available by the Agency/Company after each and every change. The contractor shall furnish necessary certificate about police verification of character and antecedents of all the personnel to be engaged.
9. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages Act and Contract Labour (Regulation & Abolition) Act, ESI/EPF Act, Payment of Bonus Act etc. with regards to the cleaning and miscellaneous /general works personnel engaged by him. It will be the responsibility of the contractor to provide details of manpower deployed by him in IISER Thiruvananthapuram to the O/o Regional Labor Commissioner, Labor Department and other respective authorities.
10. It shall be the duty of the contractor to get EPF Code number allotted from the O/o the Regional Provident Fund Commissioner against which the EPF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective EPF authorities within 7 days of close of every month and report of the same along with the employees engaged is required to be submitted to IISER Thiruvananthapuram. In any eventuality, if the contractor fails to remit employee/employer's contribution towards EPF subscription etc. within the stipulated time, the Institute is entitled to recover the equal amount from any money due or accrue to the contractor under this agreement.
11. The contractor has to maintain a systematic method/bio-metric/ID card punching system on which day to day deployment of personnel to be entered and the countersign has to be obtained on the printout of the same from the authorized official of the Institute on daily basis. While raising the bill, the deployment particulars of the personnel engaged during each month along with the daily attendance and deposit of statutory payment report should be submitted. The contractor has to submit an undertaking regarding payment of wages as per rules and laws in force, before receiving the second payment onwards.
12. The contractor shall be responsible for all risk involving the engaged persons. There should have an adequate insurance coverage for the Contractor's personnel. The Agency/Company shall be liable for paying minimum wages at Central rate, set by competent authorities, to the engaged personnel. All liabilities arising out of accident or death while on duty shall be borne by the contractor.

13. In the event of any loss occasioned to the Institute, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the Institute, the said loss will be made good by the contractor up to the value of the loss. The decision of the Competent Authority at the Institute will be final and binding on the contractor.
14. The contractor shall do and perform all such acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Institute may issue from time to time; and which have been mutually agreed upon between the two parties.
15. The Institute shall have the right, within reasons, to have any person removed that is considered to be undesirable or otherwise and similarly contractor reserves the right to change the staff with prior intimation to the Institute.
16. The Institute may seek contractor for withdrawal of any of their staff engaged on the following just causes:
 - Usage/consumption of alcohol during duty hours
 - Lack of skills for the job resulting in poor performance
 - Serious misconduct
 - Willful disobedience
 - Habitual neglect of duties
 - Insubordination
 - Revealing secrets of establishment
 - Absenteeism
 - Political activities inside the campus
17. The contractor shall deploy a suitable person, preferably an Ex Servicemen, as manager/coordinator at agencies cost, who is capable and qualified to provide training, supervise and regulate the employees deployed. The coordinator thus deployed should also be able to interact, in a polite way, with the officers/faculty members/students of IISER TVM. The person thus deployed will be the liaison between the security staff and the institute authorities.
18. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/students/guests and should project an image of utmost discipline. The Institute shall have the right to have any person removed in case of complaints by staff or as decided by the Institute, if the staff is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacements, immediately in all such cases.
19. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act, Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, EPF, ESI, and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor for the Institute.

20. The contractor shall ensure that any kind of disputes between the contractor and their staff and/or with Trade Union is settled outside the Institute's premises, and they shall in no way utilize the office premises or property, etc., at any point of time.
21. Any liability arising out of any litigation due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
22. The contractor shall deploy his personnel only after obtaining approval from the Competent Authority/ Authorized official of the Institute.
23. The contractor will endeavour that its staff shall not at any time, without the consent of the Institute in writing, divulge or make known any trust, accounts, matters or transaction undertaken or handled by the Institute and shall not disclose to any person information relating to the affairs of the Institute.
24. The Institute shall not provide any sort of accommodation to the personnel deployed by the contractor and no cooking/lodging will be allowed in the Institute premises at any time.
25. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Institute, such money shall be deemed to be payable by the contractor to the Institute within seven days. The Institute shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
26. The contractor shall not engage any such subcontractor or transfer the contract to any other person in any manner.
27. The contractor shall indemnify and hold the Institute indemnified from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
28. The Institute shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Institute does not recognize any employee employer relationship with any of the workers of the contractor. The engagement of the contractor does not in any way confer any right to the persons deployed by the contractor in this office for claiming any regular or part time employment at this Institute.
29. The charges under the agreement are based on minimum wages and statutory levies only. If there is increase in minimum wages and statutory levies, the contractor has to prefer the claim accordingly every month with supporting documents. No other charge/change is acceptable. Effect of revision of Minimum Wages will be in line with the notification issued from time to time by the Ministry of Labour and Employment, Government of India.

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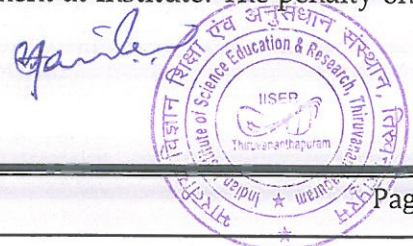
30. All taxes, duties, levies etc. imposed by the State, Central Government and Local Bodies in connection with this contract in force at the time of submission of BIDs shall be borne by the Agency/contractor.
31. In view of any dispute/claims raised by the personnel's engaged by the contractor will be heard/settled only in the presence of the Regional labour Commissioner in the Jurisdiction of the Institute.
32. The contractor shall be liable to pay compensation for any loss & damage caused to the property of the institute or its staff Members/Students/Visitors by the contractor or his workers.
33. The contractor shall engage in periodic and continual training of specified hours to maintain quality and standard of services. The documentary evidence of conducting trainings should be submitted every 3 months. Video recording of the trainings conducted to be provided by the agency.
34. **Minimization of manpower:**

The contractor has to minimize the manpower in the following circumstances as per the directions of the Institute and has to raise the bill only on actual basis:

- a) Lockdown as mandated by the Government.
- b) Curfew as mandated by the Government.
- c) Vacation Periods of the Institute (approx.. 2 Months in Summer and one month in Winter)

i. PENALTY

- a) In the event of the contractor's failure to execute the work entrusted to it under this Agreement satisfactorily, IISER TVM shall make alternative arrangement to do it and the difference of cost incurred by IISER TVM thereby shall be recovered from the Agency/contractor's unpaid bills and contractor's Security deposit.
- b) For failures in providing satisfactory service not so grave as to warrant termination of the contract, penalty as given in terms and conditions and elsewhere in this tender or as decided by IISER TVM shall be recovered from the payables to the contractor.
- c) The security deposit shall be forfeited in the event of any breach or negligence or non-observance of any terms/conditions of the tender document/contract or for unsatisfactory performance of contract.
- d) The personnel engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges), failing which invites a penalty of Rs.500/- each occasions and habitual offenders in this regard shall be removed from the deployment at Institute. The penalty on this account shall be deducted from the contractor's bills.



- e) The work shall be carried out satisfactorily as per the directions of the competent authority of the Institute. The competent authority reserves the right to impose a monetary penalty not exceeding 10% of the monthly contractual charges of the respective item, if he notices or it is brought to his notice any unsatisfactory cleaning, non-wearing of uniforms by the employees deputed by the contractor firm.
- f) In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be immediately removed from the deployment to the Institute. Any damage or loss caused by contractor's persons to the Institute in whatever form would be recovered from the contractor.
- g) The contractor is supposed to maintain the list of relievers, who are to be deployed based on absence of their staff on a daily basis. No personnel apart from the list already provided should be deployed. In case relievers are not deployed, a penalty equal to double the wages of number of personnel absent on that particular day shall be levied by the Institute and the same shall be deducted from the contractor's bills.
- h) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned above shall be levied.
- i) The Information on the failure to execute the work/any complaint received will be communicated to the contractor and will take a decision on charging of penalty once the reply found unsatisfactory by the competent authority of the Institute.

ii. FORCE MAJEURE:

- a. If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.
- b. In the event of any lockdown or the activities of the Institute stands closed due to any unforeseen situation or as declared by the Government/Competent authority of the Institute, the payment for minimum/no work done for the particular period will be as per the sole discretion of the authority.

iii. TERMS OF PAYMENT

- a) The contractor shall make regular and monthly payment of latest by 10th of every following month (e.g., wages for the month of June will be paid in July)
- b) The Institute will pay the agency (paid bill) within 15 Days of submission of the bill by the contractor along with the proof of challans/receipts issued by the PF commissioner for the payment made towards applicable provident fund, ESI and EDLI for previous month and proof of payment towards compliance of other statutory provision for the previous month.
- c) All payments will be subject to deduction of Income Tax at source as per Income Tax Act and as per GST/Income Tax Rule.
- d) If as a result of post payment audit any overpayment is detected in respect of any work done by the agency/contractor or alleged to have done by the agency/contractor under the tender, it shall be recovered by the Institute from the contractor.

iv. MISCONDUCT/MISBEHAVIOUR

- a) Any misconduct/misbehaviour on the part of the personnel deployed by the contractor will not be tolerated and such person will have to be replaced by the contractor at his own costs, risks and responsibilities immediately, with written intimation to the Officer in Charge of the Institute.
- b) The security staff deployed by the contractor shall not divulge or disclose any details of office, operational process, technical know-how, security arrangement, administrative /organizational matters to any third person, as all of that are confidential and secret in nature. In the event ,the official secrecy has been disclosed and for the purpose of security arrangement and or for other purpose, it is desirable to remove the said person, the Institute has every right to remove the said person, immediately and responsibility if any to be borne by the contractor.
- c) The contractor shall ensure that the person deployed are disciplined and conduct in office premises, be best suitable and is entailed on enforce in prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work and engaging in gambling, satta or any immoral act.
- d) In case any person engaged by the contractor is found to be inefficient, quarrelsome, infirm, and invalid or found indulging in unlawful activities, political activities inside the campus, the contractor will have to replace such person with a suitable substitute at the direction of the competent authority.
- e) If any complaint of misbehaviour and misconduct by personnel of the contractor comes into the knowledge of the Institute authorities then responsibility for all such activities shall be of the contractor and any loss owing to negligence or mishandling by the personnel employed by the contractor, the contractor shall be responsible to make good for the losses so suffered by the Institute.

V. APPLICABLE LAW:

- a) The contract shall be governed by the laws and procedures established by govt. of India within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings /processing.
- b) Dispute, if any, will be subject to the exclusive jurisdiction of the competent court at Thiruvananthapuram.
- c) If any disputes and differences cannot be settled and resolved by discussions and negotiation, then the same shall be referred to the sole Arbitrator appointed by the Competent authority of the Institute whose decision shall be final and binding on both the parties.
- d) Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Thiruvananthapuram. The decision of the Arbitrator shall be final and binding on both the parties.

5. CRITICAL DATES TO REMEMBER:

1.	Publishing Date of tender documents through e-procurement website http://eprocure.gov.in/eprocure/app .	24.08.2021
2.	Start Date for downloading of tender documents	24.08.2021
3.	Last Date and Time for downloading of tender documents	14.09.2021 , 4 pm
4.	Start date of Bid Submission Cover 1 & 2 (Technical Bid & Financial Bid)	24.08.2021
5.	Last date and time for Bid Submission Cover 1 & 2 (Technical Bid & Financial Bid)	14.09.2021, 4pm
6.	Date and time for opening of Technical bids (Cover 1)	15.09.2021, 4pm
7.	Date and time for opening of Financial bids (Cover 2)	Will be intimated later

For Any Other Queries, Please Contact

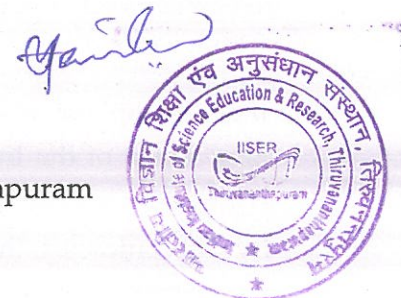
O/o Deputy Registrar

Room No.2101 B, Physical Sciences Block

Indian Institute of Science Education and Research Thiruvananthapuram

Maruthamala P.O, Vithura Thiruvananthapuram – 695551

Phone: +91-471-2778010/8031 Email: service@iisertvm.ac.in



Forms Forming part of Technical Bid COVER - 1

Form -1

UNDERTAKING

(To be provided on a Stamp Paper of Rs.100/-)

To

The Registrar

IISER Thiruvananthapuram

From

Name of the firm/Agency_____

Ref: Name of the tender_____ Due date: _____

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. I/We confirm that we visited the buildings/area where the security services are to be carried out and assessed the volume of the same and indicated the required work force in the financial bid.
3. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
4. I/We abide by the provisions of Minimum Wages Act, Contract Labor Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
5. I/We shall provide trained security personnel.
6. I/We do hereby undertake that neat and clean environment of the Institute shall be ensured by our Agency, as well as any other point considered by our Agency. Our security Service shall be covered under "fidelity bond" through Insurance Agency for minimum sum of Rs._____ (Rupees in words). The Insurance charges for "Fidelity Bond" shall be paid by me/us. The loss on account of theft, if any, shall be recoverable from me/us through "fidelity bond".

Signature

(Name and Address of the Bidder)

Telephone/Mobile No.



Form -2

BIDDER'S GENERAL INFORMATION

Bidder should indicate following information along with the self-attested photocopies of supporting documents:

Name of Firm/Agency/Contractor :

Number of Years in Operation :

Registered address :

Operational Address if different from above :

Telephone No.(Landline) :

Telefax No. :

Mobile No. :

Official Email Address :

Name & Address of Branch in Trivandrum :

Type of Organization :

(whether private limited/LLP/ partnership/
sole proprietorship as per attached proof)

Name of Proprietor/ Partners/Designated Partners/

Directors of the Organization/Firm :

ISO Certification details :

(SIGNATURE OF BIDDER WITH SEAL)



Form -3

BIDDER'S ELIGIBILITY CRITERIA

Ser No	Description	Confirmation (yes/No)	Proof attached at page no.
1	The Bidder shall have a minimum of three years' experience in the similar field of providing security services to any of the Centrally Funded Technical Institutions (CFTIs)/ Central Educational Institutions (CEIs)/Centrally Funded Autonomous Institutions/Institutes of National Importance (INIs)/PSUs of GoI/Go Kerala/Any GoI /GoK Institution of repute. Proof of work orders issued by the concerned authorities to be attached. The agency should have experience in executing similar works in establishments/offices in the state of Kerala.		
2	The bidder must comply with all statutory requirements, such as registration with ESI, EPF, O/o RLC, PAN/TIN/TAN & GST etc. and any other registration/ license, which are mandatory for such agencies, stipulated by concerned authorities from time to time and shall submit proofs thereof.		
3	The bidder should have an average annual turnover of Rs.50 Lakhs in preceding three financial years (2020-21, 2019-20 & 2018-19). The bidder shall enclose the audited statements/ITRs of the same duly certified by a Registered Chartered Accountant.		
4	The bidder should submit at least two Employer's certificate (in the prescribed format – Form 5) towards satisfactorily completed / ongoing security service contract with minimum annual payable amount of Rs.25 Lakhs in the last three years clearly indicating the no. of security staff deployed.		
5	The bidder shall have at least 50 employees on its role in the current year. An EPF statement indicating number of employees from the government EPFO website shall be submitted to substantiate the same.		
6	The Tenderer should have Registered Office/ Branch Office in Thiruvananthapuram and documentary proof of office viz. Statutory registration and license etc. should be submitted.		



7	The agency should have remitted all statutory dues, such as ESI, EPF, Income Tax, GST etc. without default. A self-certificate to that effect has to be enclosed along with the technical bid.		
8	The bidder should not have been blacklisted by any Government or any other organization in the last three years. An affidavit to this effect shall be given by the firm along with the Technical Bid failing which the bid shall be rejected. (Form 6)		
9	The bidder shall confirm and declare that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. The bidder has to further confirm and declare that no agency commission or any payment which may be construed as an agency commission will be paid and that the tender price will not include any such amount. The institute reserves the right to declare the bidder as non-compliant and declare any contract to the bidder to be null and void, if already awarded. An affidavit to this effect shall be given by the firm along with the Technical Bid failing which the bid shall be rejected. (Form 6)		
10	A firm having any suit/criminal case pending against its proprietor or any of its Directors (in case of Pvt. Ltd. Company) or having been earlier convicted for violation of PF/ESI/Minimum Wages Act or any other laws in force shall also not be eligible. An affidavit to this effect shall be given by the firm along with the Technical Bid failing which the bid shall be rejected. (Form 6)		

Note: - Enclose copies of the relevant documents.

Signature and Seal of Bidder



Form - 4

CONTRACTOR SERVICES (EXPERIENCE) PROFORMA

Sl.No.	Name & Address of Client	Period From To-	Description/ Nature of Services Completed Successfully	No. of Persons/employees Provided by the Contractor	Value of Contract	Remarks

NOTE: - WORK ORDERS & COMPLETION CERTIFICATIONS FROM CLIENTS TO BE ENCLOSED ALONGWITH THIS PROFORMA.



Form 5

(To be provided in Client's letter head)

To whomsoever It may Concern

This is to certify that , ----- , has been providing/has completed security services to this with effect from and the contract value is/was Rs

The deployed strength of Security staffs is /was.....

It is also certified that the security services provided by the ----- for the above period is found to be satisfactory/not satisfactory.

Signature of the concerned authority
Seal



Affidavit
(to be provided in Bidders letter head)

To

The Registrar

IISER Thiruvananthapuram

From

Name of the firm/Agency _____

Ref: Name of the tender _____ Due date: _____

Sir,

1. I/We hereby certify that we have not been blacklisted by any Government or any other organization in the last three years. An affidavit to this effect shall be given by the firm along with the Technical Bid failing which the bid shall be rejected.
2. I/We confirm and declare that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. I/We further confirm and declare that no agency commission or any payment which may be construed as an agency commission will be paid and that the tender price will not include any such amount. The institute reserves the right to declare the bidder as non-compliant and declare any contract to the bidder to be null and void, if already awarded.
3. I/We confirm that our firm is not having any suit/criminal case pending against its proprietor or any of its Directors (in case of Pvt. Ltd. Company) or having been earlier convicted for violation of PF/ESI/Minimum Wages Act or any other laws in force.
4. I/We understand that any deviation/exception in any form may result in rejection of BID. I/We, therefore, certify that we have not taken any exceptions/deviations anywhere in the BID and I/ we agree that if any deviation/exception is mentioned or noticed, our BID may be rejected.

Signature

(Name and Address of the Bidder)

Telephone/Mobile No.

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