



Madhav Institute of Technology & Science, Gwalior

TENDER NOTICE FOR SECURITY / ARMED GUARDS

Sealed tenders are invited from the Securities Agencies/ Manpower Companies/ Firms who was registered in DGR/Pvt. Ltd. for providing Trained Security Guards. The term & condition and tender form can be obtained from the office of the undersigned, on or before 03.07.2017 up to 2:00 PM hours by depositing the cost of tender form in cash **Rs 10000/-** (non refundable) or downloaded from website. The last date for the submission of completed tender form is 03.07.2017 up to 14:30 hours and tenders will be opened on 03.07.2017 at 15:00 hour in the presence of the bidders. **Visit the web-site www.mitsgwalior.in for more information.**

Registrar

Serial Number:....

Tender Cost: Rs. 10000/-

**MADHAV INSTITUTE OF TECHNOLOGY & SCIENCE, GWALIOR-
474005**



TENDER DOCUMENT

For

Security Guards / Armed Guards

Tender June, 2017

(2017-2018)

EMD is Rs. 2,00,000/-



NOTICE INVITING TENDER

Date:

MITS Gwalior invites properly sealed (Packing PVC Tape/Sealing Wax) tenders in Two- Bid System (Technical and Financial) from eligible and willing security agencies for providing round the clock security service in the institute campus situated at Gwalior (Madhya Pradesh).

1	2	3	4	5	6
S. No.	Name of Work	Estimated Cost of Work in Rs.	EMD	Security Deposit	Cost of Tender form
1.	Engagement of Security Agency for providing round the clock security service for Madhav Institute of Technology & Science Campus, Gwalior	Rs 35 Lakhs	Rs2,00000/-	Rs 500000/-	Rs 10000/- (Non Refundable)

07. **Period of Contract** : One year from date of agreement and further extension may be given, based on review of performance which is at the discretion of the Institute.
08. **Mode of Tender** : Tender document can be purchased by paying the cost of bid document in cash from Account section of Madhav Institute of Technology & Science, Race Course Road, Pin- 474005, Gwalior, Madhya Pradesh, between 10.00 Hrs. to 17.00 Hrs. in working days. Alternative it can be downloaded and DD of the cost of tender be enclosed with bid.
09. **Sale of tender document Till** 03.07.2017 upto 14:00 hours
(On working days)
10. **Time & Last date of submission of bid** 03.07.2017 upto 14:30 hours
11. **Time of Bid Opening** : 03.07.2017 upto 15:00 hours

Registrar



Tender Terms & Condition

(Section - I)

1. ELIGIBILITY CRITERIA:

- (i) A registered Firm/Company (under applicable Act) having experience of at least *Ten years* in providing Security Services in Central Government/State Government Department/ University/Research or Academic Institution, including Public Sector Companies/ Undertaking/Autonomous bodies/ Multi National Companies/ Private institutions and must have security licence.
- (ii) Should have average annual turnover of *Rs. 20.00 Crore (Rupee Twenty Crore only)* or more for the preceding three financial years i.e. 2014-2015, 2015-16 and 2016-17.
- (iii) The agency must be registered with DGR/ Pvt. Ltd. Company and appropriate authority like police etc. of state of Madhya Pradesh and/or Government of India.
- (iv) The agency should furnish a certificate to the effect that it has not been blacklisted/ debarred.
- (v) The agency should have trained security guards.
- (vi) Agency should have experience in providing services to the University / Education institute where a minimum 1000 student's residential accommodation exists.
- (vii) Agency should have register in service tax, EPF and ESI, PAN.

2. WORK PROFILE:

The agency shall be fully responsible for overall security service including safety of properties of Madhav Institute of Technology & Science Gwalior (M.P.)- 474005.

- (i) To man various gates and any other sensitive points/locations as decided by MITS Gwalior.
- (ii) Security Guards deployed by the Agency shall check the employees, visitors, outsourced employees, employees of other agencies associated with the work of MITS Gwalior and casual workers as well as all materials entering and exiting the building through the procedure of entry pass/gate pass, as laid down by MITS, Gwalior.
- (iii) To perform Watch and Ward / Security duty to safeguard the MITS Gwalior institute functions including patrolling by cycle/motorcycle at the various points of deployment.
- (iv) To prevent the entry of street dogs, cattle, monkeys, anti social elements, unauthorized persons and unauthorized vehicles into the building/campus.
- (v) Any other related functions as may be assigned by the MITS Gwalior.
- (vi) The number of persons is tentative and can be increased or decreased as per the institute requirement. All the security personnel shall be whole timer and will not work anywhere else. Their deployment will be on 8 hrs shifts or general shift depending upon the requirement. Normally double duty shall not be given at a time. Every Security personnel shall be given one paid holiday/rest on every week. The location-wise deployment will be provided by MITS Gwalior as per its requirement from time to time. The increasing or decreasing of the number of security personnel will be at the sole discretion of MITS Gwalior.

3. LIABILITIES OF AGENCY

- (i) Agency shall compensate in full, the total loss sustained by the institute on account of any theft, burglary and tampering with the locks of the premises and property of MITS Gwalior. The amount of loss to be compensated shall be determined by the institute and the same shall be binding on the Agency.

- (ii) Agency shall be fully responsible for any loss of office equipment (including integral Parts and Consumables therein), Fixtures and Articles installed on the site. All losses suffered by MITS Gwalior on this accounts shall be compensated in full by the Agency. The Agency can suggest any practical proposal to have an effective vigilance/surveillance to check pilferage. They will be considered on merit by the institute and acceded to, if deemed fit. The decision of MITS Gwalior shall be binding on the Agency.
- (iii) The personnel deployed must be medically fit for the job and trained to undertake responsibility.
- (iv) The guards which are provided by the Security Agency may be interviewed by the Institute Authorities for its suitability.
- (v) A complete list of the security personnel to be engaged by the Agency for deployment in MITS Gwalior, shall be furnished by the Agency along with complete address and other antecedents after acceptance of tender. The agency shall deploy only those, whose antecedents have been verified by the concerned Police Authority. No wages shall be payable in respects of such security personnel in whose cases documentary evidences are not submitted by the Agency to the institute.
- (vi) The agency shall have to submit the weekly duty chart prior to the commencement of the week and the daily attendance sheet of all the security personnel deployed in the Institute to the authorized officer of the institute, failure to do so will result in non-payment for the day/days for which the duty chart/attendance sheet is not furnished.
- (vii) The Agency shall not replace the security personnel at random. This shall be done with the prior approval of the institute and full particulars of the security personnel shall be given. In case any of the security personnel is found to be posted without the previous knowledge of the institute, then the institute shall not be liable to pay for such personnel deployed. A complete list of the personnel engaged, personnel left to be submitted by the agency to the authorized officer/ person of the institute on monthly basis.
- (viii) The Agency shall be liable to make substitute arrangement in case of the absence of the security personnel. Similarly, the agency shall have to make substitute arrangements in case of the weekly off's and for that payment will be made as per statutory provisions. The agency shall manage all the check posts and other locations as specified by institute on all days of the week. No short leave or meal relief shall be permitted to the watch and ward personnel unless the agency provides suitable substitute without any extra payment. The agency has to keep sufficient number of relievers in reserve.
- (ix) The agency shall ensure that at no time, any security point is left unmanned. A register shall be maintained by the agency at every gate & location where round the clock duty is performed.
- (x) MITS, Gwalior shall be authorized to fix timing of the various duty shifts. A single duty shift will have normal duration of eight hours. In case of any compelling reasons, if the duty shift is to be extended, the same shall not be resorted to by the agency without the prior consent of the institute.
- (xi) The Agency shall arrange uniform and other articles (At least 2 complete set of uniform of appropriate color other than the Army/ Police Colour and style with Shoes and Sweater, Coat, Overcoat, Raincoat, Umbrella, Whistle, leather belt, caps, line yard, bhalla/ Danda about 6 feet, Torch, gun for gunman, other accessories etc.) to all at its own cost. On duty security personnel according to season i.e. summer uniform during summer and winter uniform during winter and a badge bearing his name and designation. The uniform of the security personnel will be provided by the agency. The colour and the design of the uniform will be decided by the institute in consultation with agency. The agency has to ensure the good behavior of the security

- personnel with students, employees of the institute and visitors in the campus. They shall abstain from taking part in any staff union and associations activities.
- (xii) The Agency will ensure that unauthorized entry is not permitted and the security personnel at the entry points will be able to recognize the legitimate visitors without causing any embarrassment to the visitors.
 - (xiii) The security personnel should ensure that the entry of visitors (Pedestrians, Scooters, Motor Cyclist or Motorist) should be allowed only after maintaining proper records in the register at the entrance to check entry of any vehicles which should be regulated as per the directions of the officer concerned, of the institute.
 - (xiv) If any security staff is found absent from the place of duty leaving the post unattended, institute will deduct double of the amount which is payable for the duty.
 - (xv) The quality and disciplines of the Security personnel should be ensured regularly (daily, weekly, fortnightly or monthly). Daily reports will be prepared by the Agency and the same should be submitted to the Security Officer of the institute. Appropriate records in reference to above shall be maintained by the Agency at its own cost.
 - (xvi) The institute will not provide stationery and other allied items for the Maintenance of Records.
 - (xvii) In case additional Security Guards are required on specific occasions, the agency shall claim extra payment on this account, at the existing rate.
 - (xviii) The agency shall also provide following items/articles at its own cost:-
 - (a) Torches and cells to the watch and ward personnel on night duty.
 - (b) Duty charts at specified locations for inspection.
 - (c) Raincoats to their Security personnel for rainy season.
 - (d) Stationary & allied items for record keeping.
 - (e) At least two sets Uniform for the personnel on Duty.
 - (f) Bent Rod (Lathi) to guards.
 - (xix) The agency will ensure the presence of its entire personnel in their full strength (Shift-wise) on all working days. If personnel of the Agency are on leave/absent, the Agency will be duty bound to provide alternate arrangements with equally trained and qualified personnel without fail. No person shall make himself unavailable without alternative arrangements having been made and due notice given to institute.
 - (xx) In each shift with 30 minutes staggered Lunch Break with appropriate arrangement to be made by the agency.
 - (xxi) Duty timing can be determined by the institute as per requirements and necessity. Each shift duty will be of 8 hrs.
 - (xxii) The security agency shall deploy properly trained guard and supervisors below the age of 55 years. Supervisory officer shall be available throughout the working hours.
 - (xxiii) The Applicant contractor should have complied with all the legal provisions pertaining to his/its line of business.
 - (xxiv) Similarly, the armed guards shall have necessary License for possession and operation of arms and ammunition and their antecedents should be duly verified by police authorities, at the instance of the contractor. Proof of the verification of antecedents and necessary license for possession and operation of arms and ammunition should be furnished within 15 Days of award of contract.
 - (xxv) Necessary copy of license for possession and operation of arms and ammunition should be furnished in respect of replacement of any armed guard.
 - (xxvi) The security agency shall be responsible and liable for the following provisions against the security guards engaged by it:-
 - (a) Insurance benefits as per the labour laws governed by State/ Central Government and enforced from time to time.
 - (b) Bonus - As per the laws governed by State/ Central Government against such type of labourers.

- (c) The contractor shall abide with all labour laws enforced by the State/ Central Government from time to time in respect of medical expenses and amenities, accidental benefits, workman compensation, minimum wages, labour cess and other welfare measures and other statutory requirement as applicable.

3.1 DUTIES AND RESPONSIBILITIES OF SECURITY AGENCY

- (i) The respective security agency will be responsible for overall watch and ward arrangements of the institute. No item to be permitted to be taken out from the college campus without the proper gate pass duly signed by the competent authorities assigned by the institute.
- (ii) Security guard will stop entry of mob into the Campus. He should also give entry warning of such a mob to the Director or his nominee.
- (iii) The Security agency will ensure that staff vehicles are parked at the place marked for it and also stop the parking of vehicles at the Main Porch of the building and check the unwanted collection of crowd at the Main Porch and office premises including Director's office.
- (iv) To make sure that staff vehicles are parked at the place marked for it.
- (v) The Security agency will ensure that all the instructions pertaining to watch and ward and the safety of the institute infrastructure /property of the institute are strictly followed and there is no lapse of any kind.
- (vi) Requirement of posting of security supervisors/guards will be reviewed and monitored by the institute security officer from time to time.
- (vii) Security personnel deployed in the premises on holiday and Sunday will be assessed as per actual requirement and the number of personnel will be suitably reduced/increased (if required).
- (viii) The security personnel will also take rounds of all the important sensitive points regularly at the interval of half hour and the duty report will be prepared at the interval of every shift.
- (ix) The security personnel will be on duty for twenty four hours (round the clock in three shifts of eight hours each) and will also take care of all Store(S) Mentioned/Lying within the site and also the cycle stand, vehicle/car parking etc. in the site.
- (x) The security personnel are required to keep the keys of all the public areas/classrooms of the respective wing, where they are deployed and open and close the same as & when required by the authorized officials.
- (xi) The security personnel deployed at the Entry and Exit Gates are required to open and close the gates, whenever authorized cars enter/exits through the gates.
- (xii) It will be the duty of the security guards to open the locks to enable housekeeping operations in the building. They are also required to be present and vigilant in the site during the entire duty timings.
- (xiii) Moreover, they will also open the premises as and when required for Civil & Electrical maintenance works by authorized officials on holidays. Authentic Records of all maintenance activity in the site will be maintained, in consultation with the institute, which should be made available for any later date for investigation, if required.
- (xiv) The security personnel shall carry out such other duties as are instructed to them from time to time by the institute.
- (xv) Entry of street Dogs and cattle's etc. into the site is to be prevented by the security personnel.
- (xvi) The security personnel on patrol duty should take care of all the water taps, valves and water hydrants installed in the open area and other parts of premises.
- (xvii) Security personnel should ensure that flowers, plants, trees and grassy lawns are not damaged either by the staff or by the outsiders.
- (xviii) The security agency shall arrange the effective communication system like "Walky Talky" and should be able to communicate twenty four hours.
- (xix) The security personnel will also help the fire fighting staff in extinguishing the fire, or meeting any emergency situation, if there is a fire or any other natural calamities at the site. The security personnel deployed should be well conversant with the fire fighting procedure

and apparatus at the site. The security personnel will protect the Building/ fixtures/ fitting/ materials from theft, fire and rescue operation.

- (xx) That the security personnel shall be available all the time as per their duty roaster and they shall not leave their place of duty without prior permission, or they are duly relieved, even if it results in extended duty hours.
- (xxi) Security personnel will prevent any type of terrorist activity. Carryout safety drill/ MOCK drill from time to time will use various alarm system to alert the authority of the institute.
- (xxii) The security agency shall maintain a register for making the attendance of his guards deployed by him, which shall be seen and verified by the authorities of M.I.T.S., Gwalior.
- (xxiii) During checks by any authorized officer of the Institute, if a particular guard is found negligent/ sleeping/ drunk on duty the security guard will have to withdraw the from the Institute forthwith, which may even, entail cancellation / termination of contract for the rest of the period.
- (xxiv) The security agency shall be fully conversant with the latest techniques of security of sensitive and vital installation against sabotage/ terrorism etc.
- (xxv) Minimum 50% of the guards shall be from ex army personals. Selected guards shall have good physical and mental health to do his duty as required. Random physical or mental test may be taken by security incharge.
- (xxvi) In case of any incidents which may requires police investigation, the duty of security agency that may file F.I.R. and pursue the same in due course on behalf of the Institute.

4. TECHNICAL BID (First Envelope):

- (i) The bidder (s) will submit the duly filled Tender form for security services in institute along with Earnest Money Deposit (EMD) amount of Rs. 2,00,000/- (*Rupees Two lac Only*) to be paid in the form of pay order /Bank Draft in favour of “Director, MITS, Gwalior” payable at Gwalior. In no case, cheques and /or cash will be accepted. Tender without Earnest money deposit shall be summarily rejected.
- (ii) The Earnest Money Deposit (EMD) of the successful bidder shall be adjusted towards performance Security if the offer is accepted by the competent Authority. The Performance Security will be an amount of Rs 5,00,000/- (*Rupees Five Lakh only*), initially for a contract period of 01 year. The agency has to deposit the performance security within 10 days after acceptance of award letter in form of bank draft of the nationalized Bank in favour of “Director, M.I.T.S., Gwalior”. No interest shall be paid by the institute on Earnest Money or Security Deposit. EMD will be released on receipt of Performance guarantee.
- (iii) The bidder (s) should submit the Tender Form along with the following documents:
 - Earnest money deposit (for Rs. 2,00,000/- (*Rupees Two lac only*)).
 - Original notice Inviting Tender duly signed by the authorized signatory along with the seal of the firm/Company.
 - Original terms and conditions of tender document duly signed by the authorized signatory on each page along with the seal of the firm.
 - Demand Draft/Pay Order of Rs.10000/- as cost of Tender form and Processing Fee (Non-refundable) should be enclosed in case the Tender Form has been downloaded from website. In case the Tender form has been purchased from the institute, the original cash receipt should be enclosed.
- (iv) The intending tenderer should also give the following documents along with the Tender Form. All the documents pertaining to the Firm/Company submitted by the tenderer should bear the same name and Address, as recorded in the Tender Form. In case of any variation, it should be specifically clarified, as to whether the changes have been duly notified to the respective Authority and proof of acceptance by the Authority must be attached with the respective document submitted by the tenderer.
 - Valid Registration no. of the Firm/company (attach attested copy of the Certificate)
 - Valid PAN No. of the Company/firm (Attach attested copy of the PAN card)

- Valid Employees EPF(Provident Fund) Account No. of the firm (Attach attested copy of the certificate)
 - Valid ESI No. of the company/Firm(Attach attested copy of the certificate)
 - Valid Service Tax registration no. (Attach attested copy of the certificate)
 - Valid Authorization to run Security Agency from Competent Authority/ Labour Department Central/ State Government. Copy of the Licence.
 - Satisfactory performance certificates issued by senior level officer of the clients.
 - Valid registration with DGR/ Pvt. Ltd. Company, appropriate authority (Police Administration etc.) in Madhya Pradesh
- (v) The tenderer should have minimum annual turnover of Rupees twenty Crore or more for providing security services during the preceding three financial year's i.e. 2014-15, 2015-16 & 2016-17 The tenderer shall submit duly audited and verified copy of Income Tax Return filed for the financial years 2014-15, 2015-16 & 2016-17 and attested copies of Balance Sheet, Profit and Loss account prepared by Chartered Accountant. In case the turnover includes other elements apart from security services certificate from the chartered accountant (Regd.) clearly mentioning the turnover for security services for financial years mentioned above shall be attached. The Tenderer will have to furnish the details of the turnover in Security Services in the following Format, on the Letter Head of the Tenderer:-

Financial Year	Turnover in Rs. Crores for tendering security services
2014- 2015	
2015-2016	
2016-2017	

- (vi) The tenderer shall submit attested copy of audited Balance Sheet & Profit and Loss account of the company/firm for preceding three financial years i.e. 2014-15, 2015-16 & 2016-17.
- (vii) The details of similar work executed by the agency for educational institutions/universities for the last 3 years i.e. 2014-15, 2015-16 & 2016-17

S. No.	Name of University/ Institute and Address	Financial Component	No of security Personnel provided	Remarks

- (viii) Tenderer shall give the documentary proof of minimum *five years experience* (for the five preceding financial years) in providing Security Services in Central Government/State Government Department/Academic or Research Institute (including Public Sector companies/Undertaking/Autonomous bodies)/ MNCs/University/ Hospitals/ Private Institution/University. This should be given in the following format on letterhead of Tenderer:

S. No.	Year	Name of Work and period of Contract	Name of Client and Address	Contact person with designation and telephone number	Financial Component	No of Security personnel deployed category wise

1.	2015-16					
2.	2014-15					
3.	2013-14					
4.	2012-13					
5.	2011-12					

PERFORMANCE CERTIFICATE

It is certified that M/s. (tenderer)..... had provided watch and ward/security services to our firm/organization, (Name of the organization) the premises located at.....and had deployed.....(in words).....number of Security guards and.....number of security supervisors and Security Officers in this premises for the period from.....(date) to.....(date). The Financial component of the watch & ward/security work contract for the above said work is Rs..... (In word.....). The performance of the firm was good/ very good/ excellent/ out standing.

Signature of the client (of the tenderer)

Or

It's authorized Signatory with seal

- (ix) The tender committee may also accept performance certificate in other similar performa and its decision shall be final.
- (x) The documents submitted should have the stamp of the firm or company and every document/paper in the Envelope-I should be signed by the authorized signatory of the tenderer (including the performance certificate issued by tenderer's clients).
- (xi) The envelope -I containing tender form & Technical Bid shall be super scribed as "Tender form & Technical Bid for Security Service at MITS, Gwalior and it should be well sealed.

5. PERIOD OF TENDERED WORK

The tender will be awarded for a period of one year from the date of award of the tender/ agreement. The institute may extend the contract on the same terms and conditions for another one year.

6. PAYMENT OF BILLS

- (i) Payment will be made by institute within 15 Working days from the date of submission of the bill. The bills shall be submitted in triplicate along with requisite document i.e. proof of EPF, ESI deposits, PAN No, Attendance sheet and detailed calculation of the bill in respect of each person deployed by the agency and any other document/ details specified by the institute from time to time. The agency will disburse the wages to security staffs through cheques along with proper wage slips with details. The wage disbursement will be made by cheque in the presence of Authorized representatives of institute who will accordingly verify the bills.

OR

The payment of salary to security guard may also be done electronic media by MITS. The Service provider must submit correct bank account number of security guards by opening the saving account in union bank of India, MITS branch only. It is a sole responsibility of service provider to open EPF and ESI account of security guards and submit correct detail data to institute for correct transactions.

- (ii) Wherever any over payment comes to the notice of institute the same shall be deducted by institute from any sum due or which at any time thereafter may become due to the Agency under this tender/agreement/contract and failing that under any other tender/contract/agreement with institute or from the Security deposit of the tenderer.
- (iii) Institute reserves the right to carry out post payment audit and/or technical examination of the final bill including all supporting vouchers, abstract etc. Institute further reserves the right to enforce recovery of any overpayment whenever detected.
- (iv) If as a result of such audit and technical examination, any overpayment is discovered in respect of any work done by the Agency or alleged to have been done by the Agency under the tender/agreement/contract, it shall be recovered by institute from the Agency by any or all the methods prescribed above.
- (v) If any underpayment is discovered, the amount shall be duly paid to the Agency by the institute.
- (vi) Last payment of the agency will be cleared only after ascertaining clearance of any liability pending with the Agency.

7. NOTICE OF INSTITUTE

Subject to as otherwise provided in this Tender, all notices to be given on behalf of the institute and all other actions to be taken on its behalf may be given or taken by the institute.

8. LEGAL LIABILITY AND RESPONSIBILITY OF AGENCY

- (i) It will be the responsibility of the Agency to get all the related clearances as applicable under the Indian Laws and complete the necessary formalities as required under relevant statues, rules and regulations.
- (ii) The agency shall comply with all the statutory provisions as laid down under various Labour Laws/Act/Rules like minimum Wages, Employees Provident Funds, ESI, Contract Labour (R&A) Act, Central Works Contract Act and other Labour Laws/Acts/Rules in force from time to time at its own cost. In case of violation of such statutory provisions under Labour Laws and/or any other law applicable, by the Agency, there will not be any liability on part of institute. The wage disbursement will be in the presence of Authorized Representative of institute.
- (iii) The agency has to maintain all the relevant records, register and documents as required by the Labour Department, Regional Provident Funds Commission and Employees State Insurance Corporation or other local bodies as per the existing rules and/or regulations as amended from time to time.
- (iv) The agency shall indemnify to the institute against any payments to be made under and for the observance of the above mentioned various laws and rules.
- (v) The security agency shall be liable to pay any penalty at its own end which may be imposed by the labour department or any court of law for violation of any law.
- (vi) Institute will not be responsible to any non compliance for all above items cited as (i) to (v).

9. LIABILITY OF THE INSTITUTE

- (i) Institute will be under no obligation to provide employment to any personnel of the Agency after expiry of tender/agreement/contract period and the institute recognizes

no employer-employee relationship between institute and the personnel deployed by the Agency.

- (ii) Institute shall not be responsible financially or any other liabilities/ otherwise for miss-happening/ any injury to the Security personnel in the course of performing the security services functions as per this tender or the payment of provident fund and any other welfare scheme etc, all these liabilities shall be on security agency only.
- (iii) No residential accommodation will be provided to the security guards/ security supervisors.

10. TERMINATION OF TENDER

- (i) If the agency at any time makes default in executing job with due diligence and continue to do so, and / or the Agency commits defaults in complying with any of the terms and conditions of tender and does not remedy it or does not take effective steps to remedy it, or fails to provide security services as per terms and conditions of the tender and does not complete them within the period specified in the notice given to it in writing, the institute may without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to the Agency, cancel the tender/contract/agreement, after one month's notice and security deposit of the Agency will also be liable to be forfeited by the institute . The Institute on such cancellation shall have powers to carry out/execute the work through other agencies by any means at the risk and cost of the Agency.
- (ii) The institute reserves the right to terminate the contract without assigning any reason by giving to the tenderer one month's notice of its intention to do so and on the expiry of the said period of notice, the tender/contract/agreement shall come to an end without prejudice to any right of remedy that may be accrued to the Agency.
- (iii) If any information furnished by the tenderer is found to be incorrect at any time, the tender/contract/agreement is liable to be terminated, (after one calendar month) and the security deposit will be forfeited by the institute.
- (iv) In case the Agency wants to bring the agreement to an end; it shall have to give three months' notice in advance to this effect to the institute.

11. ARBITRATION

- (i) This has been mutually agreed between the Institute and Security Agency that any dispute arising out of this agreement shall be referred for "Arbitration" to the Director, MITS, Gwalior and his decision shall be binding on the Security Agencies. The Security Agency shall not raise any question of competence of the Director MITS, Gwalior, to act as sole arbitrator.
- (ii) During the pendency of the arbitration proceeding and currency of contract, the Contractor shall not be entitled to suspend the work / service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Gwalior only.
- (iii) The arbitration would be conducted and governed by and under the provisions of Arbitration Act. 1996. Any legal dispute will be subject to jurisdiction of Gwalior (MP) Courts and no other Court shall have the jurisdiction.

12. OTHER CONDITONS OF THE TENDER

- (i) The tender form should be legibly filled in ink or typed.
- (ii) This tenders as well as quoted rates shall be remaining valid upto six months from the opening of Financial Bid or Rates of the security personnel shall be revised as and when minimum wage rates and other applicable allowances are revised by State Government. This shall be applicable from the date revised wages become applicable as per State Govt. If so.
- (iii) Change in the name of the tenderer shall not be allowed under any circumstances.
- (iv) Every paper of the tender should be signed by the owner or authorized signatory of tenderer with seal of Agency/Firm/company.

- (v) No change in constitution/share holding of the successful tenderer will be done under any circumstances without the prior approval of the institute in writing.
- (vi) The institute will deduct Income Tax at source as applicable from time to time.
- (vii) The Agency submitting the tender would be presumed to have considered and accepted all the terms and conditions of this tender. No enquiry, verbal or written, shall be entertained in respect of acceptance /rejection of the tender.
- (viii) The Agency shall indemnify the institute against all damages/charges and expenses for which the institute is held liable or pays on account of the negligence of the Agency or its servants or any persons under its control, whether in respect of accident, injury to the person or damages to the property of any member of the public or any persons or in executing the work or otherwise and against all claims and demands thereof.
- (ix) In case any person signing the tender/contract/agreement on behalf of Limited Company or Firm, he will produce letter of authority/resolution passed by the Company/Firm empowering him to sign the tender/agreement/contract on behalf of the company or firm.
- (x) Any person who is in Government Service or an employee of the institute should not be made a partner to the tender by the Agency directly or indirectly in any manner whatsoever.
- (xi) The successful agency shall not transfer the tender to any other person in any manner. The Agency shall not be permitted to sub-contract the work to any other person/firm/agency.
- (xii) Any other provisions as advised by the institute shall be incorporated in the agreement to be executed by the Agency and the same shall be binding on the tenderer.
- (xiii) That the successful tenderer shall take immediate steps to get a license under contract labour (R&A) Act, 1970 as required under Labour Act (Wherever applicable).
- (xiv) The security agency shall provide a non-judicial stamp paper of Rs. 100/- for preparing a contract / agreement. The successful tenderer shall enter into a contract/ agreement with the institute as per the terms and conditions of the tender within 10 days from the issue of letter of acceptance or whenever called upon to do so by the institute, whichever is earlier.
- (xv) The institute reserves the right to cancel the tender/contract/agreement or to withhold the payment in the event of non-commencement or unsatisfactory performance of the work. In such eventuality institute further reserve the right to get the work done from some other agencies and also shall cancel the tender/agreement/contract at one calendar months' notice. Agency will be black listed by the institute for a period of four years from participating in such type of tender of the institute and its earnest money/security deposit shall be forfeited.
- (xvi) Institute shall be at liberty to direct and to require the Agency to remove from the works, any person deployed in MITS Gwalior by the Agency, who in the opinion of institute misconducts himself or is incompetent or negligent in the proper performance of his/her duties or infirm and invalid/or indulge in unlawful activity or the like and such person shall not be again employed on the work without written permission of the institute.
- (xvii) All the terms and conditions contained in this tender document will be part and parcel of the agreement/contract to be executed by the Agency with the institute.
- (xviii) Once the competent authority accepts the tender, the Agency will be liable to provide the Watch & Ward service within one week from the date of issue of letter of acceptance. In such eventuality of non commencement of work, within the prescribed time limit, institute further reserve the right to get the work done from some other agencies and also shall cancel the tender/agreement/contract. The contracting agency shall be black listed by the Institute for a period of four years from participating in

such type of tender of the Institute and its earnest money deposit (EMD)/ security deposit shall also be forfeited.

- (xix) Canvassing in connection with the tender is strictly prohibited. Tender must be unconditional.
- (xx) Tender not conforming to the requirement as per the terms and conditions is liable to be rejected and no correspondence shall be entertained whatsoever.
- (xxi) All the intending tenderers are advised to keep a photocopy of the tender documents with them for their future references. All the intending tenderers are further advised to visit the Institute (to see and to satisfy and understand the scope of work to be executed as per this tender), before participating in the Tender and then quote the rate/amount per month for the work, because no subsequent request of the tenderer for additional payment/claim on any account will be entertained by the Institute under any circumstances.
- (xxii) For any clarification regarding the scope of work and /or any terms and conditions of tender the intending tenderer in person can seek clarification from Security Officer on any working day, with prior appointment, before last date for submission of tender. No representation, what so ever, will be entertained after the tenders and all the decisions taken by the Institute will be binding on the tenderer.
- (xxiii) The security personnel deployed by the Agency shall not consume liquor or any other intoxicant while on duty otherwise penalty will be imposed as per rules.
- (xxiv) The Institute shall have the right to ask for the removal of any person of the Agency, who is not found to be competent and orderly in the discharge of this duty. The Institute reserve the right to cancel the tender/contract/agreement or to withhold the payment in the event of non-commencement or unsatisfactory performance of the work. In such eventuality, Institute further reserve the right to get the work done through other agencies. Security personnel shall be bound to observe all the instructions issued by the Institute concerning general discipline and behaviour. In case any person employed by the agency is inefficient, quarrelsome, infirm and invalid or indulges in unlawful activity or the like, the agency shall replace such person with a suitable substitute at the request of the Institute.
- (xxv) Any act on the part of the tenderer to influence anybody in the Institute is liable for rejection of his tender.
- (xxvi) The Security Persons deployed in MITS Gwalior for watch and ward shall work under overall supervision of the Security Officer or other Officer nominated by MITS Gwalior authority.
- (xxvii) Director, MITS, Gwalior, reserves the rights to accept or reject any or all tenders without assigning any reason thereof.

13. PENALTIES

- (i) Refusal of duty will be treated violation of tender terms and condition and it will liable to cancel or terminate the contract of service provider.
- (ii) The penalty for some of the defaults is as under:-
 - (a) For non wearing of uniform/ dress-code and/or identity card Rs. 100/- per instance.
 - (b) For removal of any item(s) for which the agency is not authorized – Actual value of the market value of such property or Rs. 5000/-, whichever is higher, per default.
 - (c) For late reporting Rs. 100/- per day per guard.
 - (d) In-case the Security Guard is found absent from the duty and if no alternative arrangement is made by the Agency, then a penalty of Rs. 500/- per guard per duty will be imposed.
 - (e) For change of security guards without prior permission Rs. 1000/- per instance.

- (f) For consuming the liquor or any other intoxicant, Rs 1000/- per instance per personnel or removal from service or termination of contract of service provider.

14. TENDERING SCHEDULE

- (i) Issue of Tender Documents:-
This tender document will be available on non-refundable payment of Rs. 5000/- (Non-refundable Processing Fee) in the form of cash or in form of DD / pay order in favour of "Director, MITS, Gwalior" or the same can also be downloaded from Institute website viz www.mitsgwalior.in. In case the downloaded tender form (including tender document) is used, the tender document charge (non refundable) of Rs. 5000/- in terms of DD/ /Pay Order shall be attached with the tender documents.
- (ii) Sale of tender document with effect from 9/6/2017 between-10.00 Hrs. to Hrs to 17.00 Hrs on all working days from Account Section, MITS, Gola Ka Mandir, Residency Road, Gwalior-474005.
- (iii) Completed tender document in sealed envelope should be submitted to the office of Director/ Account section latest by or before 3/7/2017 upto 14:30 Hrs.
- (iv) Time, date and place of opening of tender box at 15:00 Hrs on 3/7/2017 at Meeting Room, MITS, Gwalior.
- (v) The technical bids will be opened first as scheduled above and all the documents shall be checked by the tender Technical Evaluation committee. Only those tenderers who have submitted the required document as prescribed in the tender document and are technically qualified for envelope-I will be considered for opening of envelope-II (Financial Bid).

15. DEPOSITING OF TENDER

- (i) Ensure paging of all enclosures before putting them into envelopes.
- (ii) Envelope-I (sealed) containing Technical bid
- (a) Completed Tender Form (duly signed by the tenderer on each page),
- (b) The Demand Draft/Pay order of Rs. 2,00,000/- (*Rupees Two lac only*) drawn in favour of "Director, MITS, Gwalior" payable at Gwalior towards the payment of 'Earnest Money Deposit',
- (c) Notice inviting tender and terms and conditions of tender (duly signed on each page by the tenderer with the seal of the firm/agency),
- (d) Tender document fee of Rs. 10000/- (non refundable) in the form of cash or in form of DD/pay order in favour of "Director, MITS Gwalior" payable at Gwalior (If the tender/document was downloaded from website).
- (e) Documents mentioned in the check list.
- (iii) Envelope-II (sealed) containing the Financial Bid.
- (iv) Both Envelope-I & II shall be placed in a single large envelope super scribed as "Offer for providing security services at MITS Gwalior" and it should also be sealed.
- (v) The sealed tender envelope containing (Envelope-I, and Envelope-II) shall be addressed to the Director, MITS, Gola Ka Mandir, Residency Road, Gwalior (M.P.)-474005) & submitted latest by 03.07.2017 upto 14:30 hours and no tender shall be accepted after 03.07.2017 upto 14:30 hours

16. REJECTION OF TENDER

- (i) The entire column and rows in the tender form (including tender form and Financial Bid) should be filled up. Tender incomplete by any mean maybe rejected without assigning any reason.
- (ii) Director, MITS, Gwalior, reserves the rights to accept or reject any or all tenders without assigning any reason thereof.



MADHAV INSTITUTE OF TECHNOLOGY & SCIENCE, GWALIOR-05

TENDER FORM - (Bidder Profile)

(For Providing Security Services at MITS, Gwalior)

Affix Duly
Signed
Passport Size
Photograph

1.	Name of the Tenderer/ Service Provider/ Firm/ Agency/ Company (in block letters)	:
2.	Status of the Agency/ Firm/ Company (Sole proprietor or Partnership firm or a Private Company or a Government. Department or a Public Sector Organization) (attested copy should be attached)	:
3.	Name of proprietor/ Director of Firm/ Agency/ Company/ Partners	:
4.	Registration No. (attested photocopy of registration should be attached)	(a) (b) (c)
5.	Date of Establishment/ Incorporation of the Security Firm/Agency/ Company	:
6.	Address and Telephone No.; Mobile No.; Fax No.; Email ID of proprietor/ Director/ of Firm/Agency/ Company/ / Partners	:
7.	Name of the Authorized Person for submission of tender and other related formalities	:
8.	Name of Father/ Husband of the authorized signatory of the tenderer	:
9.	Full Residential Address of the authorized	:

DECLARATION

- (1) I, _____ Son / Daughter / Wife of Shri.....Proprietor/ Partner/ Director/ authorized signatory of the Service Provider, mentioned above, am competent to sign this declaration and execute this tender document;
- (2) I have carefully read the tender document and have understood all the terms and conditions of the tender and undertake to abide by them;
- (3) The information / documents furnished along with this tender form are true and authentic to the best of my knowledge and belief. . I/ We have no objection to Institute verifying any or all the information furnished in this document with the concerned authorities, if necessary. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of the authorized person

Date:

Name:

Place:

Seal :

Note:

- (i) Any correction in the application form should be fully signed by the authorised signatory.
- (ii) Strike out item whichever is not applicable.

SECTION- II

17. FINANCIAL BID (Second Envelope)

- (i) The rate as per the Madhya Pradesh Government Minimum Wages payable will be applicable as per the provision of Minimum Wages Act, 1948 by the Labour Commissioner of Indore, will be common for all tenderers.
- (ii) The total rates quoted by the bidder should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract. The Authority will have no liability in relation to any statutory or other dues.
- (iii) The Financial Bid should be submitted on the Format/Performa given in the tender Document. Financial bid not in institute format will be rejected.
- (iv) The Financial Bid should have the signature of tenderer and stamp of the firm or company or his authorized signatory on every page.
- (v) The envelope containing the Financial Bid shall be super-scribed as “Financial Bids (Envelope-II)” and it should be well sealed.
- (vi) The Tenderer should quote the amount tendered in Financial Bid in the following Financial Bid format and it should be given on the letterhead of the Tenderer.
- (vii) Rates of the security personnel shall be revised as and when minimum wage rates and other applicable allowances are revised by State Government. This shall be applicable from the date revised wages become applicable as per State Govt. If so.

- (viii) The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each person as certified by the institute Authority.

Format for Financial bid for providing Security Services to MITS, Gwalior

(Financial bid will be accepted in the following format only)

1. Name of Service Provider/ Firm/ Agency/ Company :
2. Address of Firm/Agency/ Company with Telephone :
No.; Mobile No.; Fax No.; Email ID with PIN Code
3. Rate per person per month inclusive of all statutory liabilities, taxes, levies, cess etc:

S. No.	Description of Charges	Monthly Rate per Person (Minimum wages prevailing as on date)	
		Security Guard	Armed Guard
(i)	Rate per guard per month/ monthly remuneration of guard (Basic Pay + VDA)		
(ii)	EPF		
(iii)	ESI		
(iv)	Other statutory dues if any (Uniform, Bonus, etc.)		
(v)	Service Charge/ Commission of Service Provider		
(vi)	Total per person per month (Exclusive of Service Tax)		
(vii)	Service Tax		
(viii)	Total Charges per person per month, including Service Tax		

Note: Rates are to be quoted both in figures and words. If any dispute or cutting exists in rates, written in words shall be prevailed (treated as final)

Date:

Signature of the authorized person

Place:

Name:

Seal :

Enclosure list for Envelope-I

(Fill the page nos. where the document mentioned are placed)

1. Duly completed tender form, from page no..... to
2. Earnest money deposit (Demand Draft/Pay order of Rs.2,00,000/- in favour of "Director, MITS Gwalior" payable at Gwalior.
3. Acceptance of Terms and conditions of the tender.
4. Demand draft/Pay order for Rs. 10000/- in favour of "Director MITS Gwalior" (As cost of the tender document, if the same was downloaded from website) At page no.....
5. Registration No. of the Firm/Company – attested copy placed at page
6. Registration with DGR/ Pvt. Ltd. Company and appropriate authorities of state government (like police etc.) – attested copy placed at page
7. PAN no. of Firm/Company – attested copy placed at page.....
8. EPF Account no. of Firm/Company – attested copy placed at page.....
9. ESI no. of Firm/Company – attested copy placed at page.....
10. Service Tax registration no- attested copy placed at page.....
11. Details of Turnover of the Firm/Company to be submitted on the letterhead of the Tenderer. Also attach job execution certificate from all the clients to prove the turnover claimed, for the preceding three Financial year – placed from page.... to page.....
12. Attested balance sheet issued by Chartered Accountant for the Financial year.....of firm/company (attach copy).– (placed at page.....)
13. Income tax return copy filed for financial year 2014-15, 2015-16 and 2016-17 of firm/Company (attach copy). Placed at page.....
14. Details of work executed by the tenderer in its letterhead (as required)-placed at page.....
15. Copies of job Execution Certificate issued by tenderer's client.
16. Details of experience security services (to be submitted in the letterhead of the tenderer) as per proforma placed at page.....
17. Attested copies performance certificate issued by the client of the tenderer, (which should have minimum rating of good or above) for three years, and..... as per proforma at item or other similar proforma and should be signed by client's authorized signatory and it should have be further signed by authorized signatory of tenderer – copies placed from page..... to page.....
18. All other document as per requirement of the tender document.

Place:.....

(Signature of the Authorized Signatory)

Date:.....

Name and Seal:

CHECK LIST

(To be submitted along with the technical bid)

S. No.	Particulars	Attached at Page Number/ (Yes/ No)	Remarks
1.	A registered Firm/Company (under applicable Act) having experience of at least three years in providing Security Services in Central Government/State Government Department/ Institute /Research or Academic Institution, including Public Sector Companies/ Undertaking/Autonomous bodies), Multi National Companies/ Private institutions and must have security licensee.		
2.	Should have average annual turnover of Rs. 20.00 Crores (Rupees Twenty Crore Only) or more for the preceding three financial years i.e., 2014-2015, 2015-16, 2016-17.		
3.	The tender shall be rejected at the any stage, if it is found that bidders have quoted their rates less then Minimum Wages as prescribed by State Govt. rate at the time of submission of tender documents .		
4.	The agency must be registered with DGR/ Pvt Ltd. Company, appropriate authority like police, labour dept, etc. of state/ central govt.		
5.	The agency should furnish a certificate to the effect that it has not been Blacklisted		
6.	Agency should having experience in proving services to the Institute / Education institute where a minimum 500 students residential accommodation exists		
7.	Demand Draft/Pay Order of Rs.10000/- as cost of Tender form and Processing Fee (Non-refundable) should be enclosed in case the Tender Form has been downloaded from website. In case the Tender form has been purchased from the Institute , the original cash receipt should be enclosed		
8.	Earnest money deposit (for Rs.2,00, 000/- (Rupees Two Lac only)		
9.	Original notice Inviting Tender duly signed by the authorized signatory along with the seal of the firm/Company.		
10.	Original terms and conditions of tender document duly signed by the authorized signatory on each page along with the seal of the firm.		
11.	Valid Registration no. of the Firm/company (attach attested copy of		

	the Certificate)		
12.	Valid PAN No. of the Company/firm (Attach attested copy of the PAN card)		
13.	Valid Employees EPF(Provident Fund) Account No. of the firm (attach attested copy of the certificate)		
14.	Valid ESI No. of the company/Firm(attach attested copy of the certificate)		
15.	Valid Service Tax registration no. (attach attested copy of the certificate)		
16.	Valid Authorization to run Security Agency from Competent Authority/Labour Department Central Govt. / State Govt.		
17.	03 Work orders and satisfactory performance certificates issued by senior level officer of the clients		
18.	Valid registration with appropriate authority like Police Administration etc.		
19.	Duly completed tender form, from page no..... to		
20.	Acceptance of Terms and conditions of the tender		
21.	Copies of job Execution Certificate issued by tenderer's client		
22.	Details of Turnover of the Firm/Company to be submitted in the letterhead of the Tenderer. Also attach job execution certificate from all the clients to prove the turnover claimed, for the preceding three Financial year-placed from page.... to page....		
23.	Attested balance sheet issued by Chartered Accountant for the Financial year.....of firm/company (attach copy).- (placed at page.....)		
24.	Details of work executed by the tenderer in its letterhead		
25.	Details of experience security services (to be submitted in the letterhead of the tenderer) as per performa		
26.	Attested copies performance certificate issued by the client of the tenderer, (which should have minimum rating of good or above) for five years, and..... as per performa at item or other similar performa and should be signed by client's authorized signatory and it should have be further signed by authorized signatory of tendere – copies placed from page..... to page.....		
27.	All other document as per requirement of the tender document		

18.GUIDELINES

- All the document submitted by the tenderer pertaining to the items mentioned in the documents should be invariably signed by the authorized signatory of the tenderer along-with the seal of Firm/Company (on each and every page). Resolution of the board of company/ proprietor/ partner clearly mentioning the name of authorized signatory along with designation and powers to sign the tender documents. The constitution of firm/ company shall also be attached.
- The document pertaining in the check list shall be placed in the Envelope-I. It should be wax sealed and super scribed as "Technical Bid for Security Services at MITS Gwalior". Please fill the provided enclosure list and attach along with the documents.
- The document pertaining to financial bid shall be placed in the Envelope-II and it should be duly sealed and super scribed as "Financial Bid for Security Services at MITS Gwalior."
- The Envelope I and II shall be placed in a single large envelope and it should be sealed and super scribed, as "Offer for providing security services at MITS Gwalior' and it should also be sealed.

Registrar