

NATIONAL INSTITUTE FOR EMPOWERMENT OF PERSONS WITH MULTIPLE DISABILITIES

(Dept. of Empowerment of Persons with Disabilities) (Ministry of Social Justice and Empowerment, Govt of India) ECR, Muttukadu, Kovalam Post, Chennai 603 112, Tamil Nadu Fax: 044-27472389 Tel: 044-27472104, 27472113, 27472046

Website: www.niepmd.tn.nic.in E-mail: niepmd@gmail.com

ELECTRONIC TENDER (e-Tender) DOCUMENT FOR SECURITY SERVICES

NIEPMD/Pur4 (71)/2020-2021

28th August 2020

NATIONAL INSTITUTE FOR EMPOWERMENT OF PERSONS WITH MULTIPLE DISABILITIES, here after called NIEPMD invites on-line e-tender through NIC Central Public Procurement Portal, www.eprocure.gov.in from reputed and experienced Security Services Agencies for providing Security Services at the above address. The interested eligible agencies are requested to go through the general condition of contract (GCC) & Special condition of contract (SCC) before submitting the tender.

The tender documents along with all the required documents mentioned in tender document shall be submitted through on-line mode via NIC CPP portal on or before 04.00 pm on 21st September 2020. Tender EMD of an amount Rs. 3,00,000/- (Rs Three lakhs only) and tender fee of Rs.1,000/-(Rupees One thousand only) should be paid through NEFT/RTGS/IMPS in NIEPMD account as mentioned in NIT.

Interested bidders can apply on line through NIC e-procurement portal URL http:// eprocure.gov.in/eprocure/app". Copy of Notice Inviting Tender can also be downloaded from the institute's website www.niepmd.tn.nic.in

Pérmission may be given to publish NIT in one English National daily (All India Edition), Indian Trade Journal (ITJ), CPPP portal, GeM portal and NIEPMD website for wide publicity.

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Tender documents details and related Conditions wentied and found tobe in order. Recommended for





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Last date for submission of e-bidding	4.00 P.M on 21st Sep 2020
Pre-Bid Meeting	02.00 PM on 10 th Sep 2020
Tender Fee	Rs 1000/-
EMD Amount	Rs 3,00,000/-
Date &Time of opening of tender documents	04.30 P.M on 22 nd Sep 2020

Drector, NIEPMD

GENERAL CONDITIONS OF CONTRACT

A. Scope of Work:

Providing Security services at NATIONAL INSTITUTE FOR EMPOWERMENT OF PERSONS WITH MULTIPLE DISABILITIES (NIEPMD) (Dept. of Empowerment of Persons with Disabilities, Ministry of Social Justice & Empowerment, Govt. of India) Muttukadu, Kovalam, Chennai-603112, as per following terms and conditions.

- The Agency shall provide Security service by deploying adequately trained and well- disciplined security personnel who shall safeguard the institute building, moveable and immovable assets, equipment and other items at the above address from any thefts, pilferage or damage and also ensure safety of the employees, visitors, guests or any other persons working in its complex.
- 2) The security personnel shall be deployed round the clock in **3 shifts** at the office and any other location finalised by NIEPMD to safeguard the premises.
- 3) The security guards deployed shall be responsible for opening/closing of the buildings and rooms as necessitated/directed by competent authority at the institute on working and closed days.
- 4) The Agency shall ensure that water taps/lights/ACs and etc., are not left open/on after close of working hours on normal working days as well as on off days.
- 5) The Agency shall maintain records of inwards and outwards movement of men (The institute Employees and also regulation of guests and visitors), materials and vehicles, etc. With proper check on the same as per instructions given from time to time by competent authority at the institute.
- 6) The Security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert.
- 7) The Security personnel shall be duly trained in <u>Fire Safety Operations</u>. They should be trained to operate various fire control equipment installed at the institute. Proof to be produced on demand from NIEPMD.
- 8) The Agency shall keep the competent authority of the institute informed of all the matters of security and cooperate in the investigation of any incident relating to security.

B. Eligibility Criteria:

- 1) The bidder may be proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, empaneled/ registered with appropriate authority who possess the required licenses, registrations (such as Private Security Agencies Regulation Act 2005) etc. as per law valid at least for 12 months from the date of the opening of tender.
- 2) The bidder shall have at least Five years experiences for providing Security Services to the Government organizations/ Institute/ Central Autonomous Bodies Etc.

- 3) Should have proof of financial turnover with a minimum of Rs 100 lakhs per year achieved for last 03 years, duly supported by CA Certified copies of abridged balance sheets along with profit & loss account of the firm (tenderer) in support of 3 years annual financial turnover,
- 4) The bidder should have a Registered & operational office in proximity of Chennai. (Registered date should be prior to the date of tender submission).
- 5) There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency). Deceleration certificate to be uploaded.
- 6) The bidder should have the following Registrations and details of the same by provided in the Technical Bid.
 - a. EPF Registration
 - b. ESI Registration
 - c. GST Registration
 - d. Valid License issued by Commissioner of Police/Regional Labour Commissioner, Govt. of India

7) Information and Conditions relating to Submission of Bids.

- 1) The initial period of contract shall be for <u>One Year</u> from date of award of contract and may be extended to Two more years on yearly performance review basis and at discretion of the institute. However, it is not binding for either side to extend the contract beyond one year any party can refuse to extend the contract beyond one year without assigning any reason. Vendor cannot claim for extension on expiry of contract.
- 2) The interested agencies are required to go through the all the terms and conditions and the scope of works mentioned in this tender.
- 3) All the pages of the tender should be signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender.
- 4) A copy of the terms and conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms and conditions.
- 5) <u>Submission of bid:</u> The tender documents should be uploaded through NIC e- Procurements URL http://eprocure.gov.in/eprocure/app Upto 04.00 p.m on 21st September 2020, containing following:
- (i) Earnest money deposit (EMD) & Tender fee: The agency shall deposit EMD amount Rs. 3, 00,000/- (Rs.Three lakhs only) and non-refundable tender fee Rs.1, 000 (One Thousand only) for through e-payment should be paid online through NEFT/RTGS/ in NIEPMD account and payment receipt to be uploaded with the technical bid. Technical bids without EMD and tender fee shall not be considering for further evaluation. NIEPMD Bank details are here under.

A/C No.761297290

Type of Account: Saving Bank

Name of the bank: Indian Bank. Kovalam branch

IFS code: IDIB000K122

Branch code: 01176

<u>Note:</u> please ensure that you need to mention the correct beneficiary account number and IFSC code as mentioned above while making payment via RTGS/NEFT. In the event of funds remitted to wrong beneficiary account number, NIEPMD, Chennai or its bank would not responsible for the same.

Bidder shall upload the scanned copies of following:

- a. Security license duly obtained from the State/Central authority
- b. EPF registration copy
- c. ESI registration copy
- d. GST registration copy
- e. Firm registration copy
- f. Experience certificate for providing security services
- g. Financial Turnover Rs.100 lakhs for last 03 years i.e. (2017-18, 2018-19, 2019-20)
- 6) Opening of bid: bid shall be opened on the 22/09/2020 at 04.30 PM. If the last date of opening of the Tenders coincides with a holiday, then the next working day shall be the opening date. However, Director NIEPMD, Chennai reserve the right to extend last of tender, opening of tender without assigning of any reason. Decision of Director, NIEPMD will be final and binding.
- 7) **Bid validity:** bid shall remain valid for a period of 60days from the date of opening of bid.
- 8) **Bid evaluation:** duly filled price bid of technically qualified bidders shall be evaluated on lowest tender basis.
- 9) The tender submitted by any other means except NIC e-procurement portal, will not be entertained under any circumstances.
- 10) The list of technically qualified bidder will be published on the notice board/ website of NIEPMD.
- 11) NIEPMD, Chennai reserves the right to accept/reject any Tender in part or full, without assigning any reason whatsoever. The acceptance of the tender rests with NIEPMD. The Institute is not bound to accept the lowest tender bid and reserves the right to accept or reject any or all the bids without assigning any reasons thereof. NIEPMD also reserves the right to modify and/ or relax, any terms & conditions of this tender document to safeguard its interest. The Director, NIEPMD can extend last date of tendering and can change the date of bid opening without assigning any reason.
- 12) NIEPMD reserves the right to cancel the tender process without assigning any reason whatsoever, at any stage.

13) Tender submission process

Interested Agencies may submit their quotes in <u>two bid system (i) Technical bid & (ii)</u>

<u>Financial bid</u> by giving all the necessary documents in English as specified. The Tender must be submitted only online through central public procurement portal e- procurement application only through URL: http://eprocure.gov.in/eprocure/app only. No manual bids will be entertained under any circumstances. The tender document attached must be direct, concise, and complete and arranged in an organized and

structured manner.

To participate in online bidding process, bidder must procure a digital signature certificate as per information technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidder can procure the same from any CCA approved certifying agency, i.e. TCS, safecrypt, Ncode. eMudhra etc. bidders who already have a valid digital signature certificate (DSC) need not procure a new DSC.NIEPMD, Chennai reserves the right to accept/reject any Tender in part or full, without assigning any reason whatsoever.

15) Performance Security:

The vendor selected would be required to furnish a Performance Security equal to 10% of the cost of the supply order in the form of Demand Draft/ FDR/ Bank Guarantee from any Scheduled Bank in favour of "Director, NIEPMD, Chennai" payable at Chennai. In case the Performance Security is submitted in the form of Bank Guarantee, the same should be valid for a period of the date of expiry of the contract. NIEPMD reserves the right to ask for performance guarantee extension if contractual obligations are not fulfilled.

ANNEXTURE-SPECIAL CONDITIONS OF CONTRACT

The security services and provision for the required manpower shall be as under:

Shift	Time	Security Guard	ASO	Security Officer	
First	0600-1400	08 Males+02 Females	01 Males 01 Female	01 Male (09.00 AM	
Second	1400-2200	08 Males+02 Females	01 Male + 01 Female	to 05.30 PM)	
Third	2200-0600	08 Males+02 Females	01 Males + 01 Female	Probable from	
			01 Male (If required)	Defence background	
Total		30	07	01	

Security Guards for Out Campus Hostel will be hired on requirement basis and for particular time period only. On shifting hostel in side NIEPMD campus guards hired for this purpose will be withdrawn.

Requirement of guards mentioned here are tentative only, however it may increase or decrease as per Institute requirements.

No claim for minimum hiring will be entertained under any circumstances, decision of NIEPMD authorities will be final and binding.

Notes:

- 1) Estimated number of guards is subject to reasonable change at the discretion of the competent authority at the institute. The number of employees may be reduced or increased according to the requirement, will be reviewed bimonthly basis.
- 2) The agency shall ensure that the security personnel deployed are healthy and not more than 58 years of age. The agency will get their antecedents, character and conduct verified.
- 3) NIEPMD shall maintain an attendance register as well as a bio-metric attendance machine in respect of employees deployed by the service provider
- 4) The full particulars of the personnel to be deployed by the agency including their names and addresses shall be furnished to the institute along with testimonials before they are actually deployed for the job.
 - 5) The agency shall not deploy or shall discontinue deploying the persons(s), if so desired by the institute at any

time without assigning any reason whatsoever.

- 6) The agency shall deploy security guards trained in all facets of security work, including firefighting. The Agency shall provide necessary undertaking and documentary evidence in this regard.
- 7) The visitors shall be regulated as per the institute procedure and records thereof maintained as stipulated. Further, the visitors shall be attended with due courtesy.
- 8) A senior level representative of the Agency shall visit the institute premises at least once-a-week and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the institute officer dealing with service under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working.
- 9) The Agency shall ensure that any replacement of the personnel, as required by the institute for any reason specified or otherwise, shall be effected promptly without any additional cost to the institute. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the institute at Agency's own cost. The service provider shall immediately withdraw/replace such employees who are found not suitable by NIEPMD for any reasons. NIEPMD reserves every right to order the service provider to withdraw/replace/curtail/reduce any number of outsourced employees in all the categories/the working hours of the engagement of any employee supplied by the service provider.
- 10) The personnel engaged by the service provider should not have any criminal cases pending against them. The service provider shall make adequate inquiries about the character and antecedents of the person whom they are recommending. The service provider should also ensure that the personnel engaged are healthy and medically fit to work in the proposed role. Medical Certificate might be provided when called for.
- 11) The Agency shall provide reasonably good uniform with name badges and Identity cards to its personnel deployed at the institute at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition. The incidentals, such as, belt, shoes, socks, caps, torch with cell, cane stick, gun, bullets, etc. shall be borne/supplied by the Agency at its cost. The ID Cards must display the logo and full address of the service provider apart from the basic details of the employee. The ID card to be issued to the outsourced employees deployed by the agency shall be approved by NIEPMD before issue.
- 12) The service provider shall be contactable at all times and message sent by phone/e-mail/fax/special messenger from NIEPMD should be promptly responded to in fulfilment of the contract from time to time.
- 13) The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to interest of the institute / Govt. of India/ any State or any Union Territory.
- 14) The day-to-day functioning of the services shall be carried out in consultation with and under direction of the institute. Proposals for efficient functioning of the security systems shall be discussed considered and implemented from time to time by the agency with approval of the institute.
- 15) Agency will responsible for police verification of security staff deployed for NIEPMD duties and verification details will be shared with NIEPMD.
- 16) The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at the institute or for any accident caused to them and the institute shall not be liable to bear any expenses in this regard. The Agency shall also be responsible for the insurance of its personnel. The security agency shall specifically ensure compliance of various Laws/Acts, including but not limited to with the following and their re-enactments / amendments / modifications.
 - a. The payment of Wages Act 1936
 - b. The Employees Provident Fund Act, 1952
 - c. The Factory Act, 1948
 - d. The Contract Labour (Regulation) Act, 1970
 - e. The Payment of Bonus Act, 1965
 - f. The Payment of Gratuity Act, 1972
 - g. The Employees State Insurance Act, 1948

- h. The Employment of Children Act, 1938
- i. The Motor Vehicle Act, 1988
- j. Minimum Wages Act, 1948
- 17) In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to the institute and maintain liaison with the police. FIR will be lodged by the institute wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.
- 18) The agency shall ensure that security staff appointed by them is fully loyal-to and assist the institute during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immoveable to the entire satisfaction of the institute.
- 19) The manpower engaged by the service provider shall be polite, cordial, positive and efficient while handling the assigned work so that their actions promote good will and enhance the image of NIEPMD in front of the stake holders and the general public at large. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by them.
- 20) In case of any loss that might be caused to the institute due to lapse on the part of the security personnel discharging security responsibilities will be borne by the Agency and in this connection, the institute shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to the institute besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the contractor, the institute shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
- 21) In the event of any security personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the agency shall make provision for leave reserve.
- As and when the institute requires additional security strength on temporary or emergent basis, the agency will depute such security personnel under the same terms and conditions. For the same, a notice of two days will be given by the institute. Similarly, if the security personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in irregular activities, the institute shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.
- 23) The manpower agency will not claim / recover / deduct any service charge; registration charge; monthly maintenance charge; Or any other charges from its employees engaged at NIEPMD NOR this Institute (NIEPMD, Chennai) will bear any such charges. If any complaint or breach of any conditions is noticed; NIEPMD shall immediately take action to terminate the contract at the cost and risk of the contractor and the EMD/Security deposit will be forfeited.
- 24) The agency shall arrange to maintain at the security desk/booth, the daily shift-wise attendance record of the security personnel deployed by it showing their arrival and departure time. The Agency shall submit to the institute an attested photocopy of the attendance record and enclose the same with the monthly bill (or) to introduce bio- metric system for attendance purpose and submitted the same for monthly bill.
- 25) The institute shall pay the agreed amount as per the Minimum Wages Act on production of monthly bill (while submitting the monthly bill the Agency must enclose the proof copy of the salary and other statutory payments remitted details; which is the mandatory document to release the monthly payment as per norms). No other charges of any kind shall be payable.
- 26) Agency will issue pay slip to all security staff deployed for NIEPMD duties and copy of pay slip will be shared with NIEPMD with salary bill.
- 27) Agency will release the salary of security staff on or before 05th day of the commencing month and subsequently bill will be claimed, proof for salary release, ESI, EPF and other statutory remittance proof should be attached with bills, under no circumstances advance payment will be released. The proof of remittance of EPF by way of electronic transfer (ECR' challan) remittance details of exclusive for the employee engaged by the agency at NIEPMD should be produced every month
- 28) There would be no increase in rates payable to the Agency during the Contract period except reimbursement

- of the statutory wages revised by the Government.
- 29) TDS and any other Government levies applicable on bills as per Government instructions/ notifications issued from time to time shall be applicable and deducted from Service Provider's bills.
- 30) The Security personnel deployed by the agency shall have at least the minimum elementary knowledge of reading and writing so as to be able to make entries in the registers kept at the security desk/booth whenever required and also to write their names in the attendance register and mark their arrival and departure by signing in the register.
- 31) The employees of the service provider shall not claim any benefit/compensation/absorption/regularization of services from Director, NIEPMD under any statutory provisions.
- 32) The transportation, Food, Residence, Medical and statutory requirements in respect of each employee of the service provider shall not be the responsibility of NIEPMD.
- 33) No wage/remuneration shall be paid to any staff for the days of absence from duty.
- 34) NIEPMD, Chennai shall not be liable for any loss, accidents, damage or theft of any personal belongings, equipment or vehicles of the employees or to the employees engaged by the service provider.
- 35) The service provider shall indemnify NIEPMD against any loss or damage of goods/Materials/Equipment etc., on account of negligence or fault of any employees engaged by the service provider.
- 36) The employees of the service provider shall not form/join any labour union or resort to strike or demonstration or any other agitation of this nature.
- 37) The employees deployed by the service provider must not act against the interest of NIEPMD. The employees shall not divulge or disclose to any person, any details, of office, operational process, technical know-how, security arrangements and administrative/organizational matters.
- 38) In case of noncompliance/non-performance of the services according the terms of the contract, the institute shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.
- 39) The agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The agency shall fully indemnify the institute against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment/work in the institute premises/facility.
- 40) The decision of the institute in regard to interpretation of the Conditions of contract and the Agreement shall be final and binding on the Agency.
- 41) <u>In case of any dispute between the Agency and the institute. The institute shall have the right to decide.</u> However, all matters of jurisdiction shall be at the local courts located at Chennai.
- 42) Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
- 43) An agreement shall be signed with the successful bidder as per specimen enclosed.
- 44) **Breach of Terms and Conditions:** NIEPMD may terminate the contract without any notice in case the vendor commits a breach of any of the terms of the contract. NIEPMD's decision that a breach has occurred will be final and shall be accepted without demur by the vendor.
- 45) **Subletting of Work:** The vendor shall not assign or sublet the work or any part of it to any other person or party.
- 46) In the event of any question, dispute or difference arising under this NIT or in connection there with except as to matter the decision of which is specifically provided under this NIT, the same shall be referred to an arbitrator to be appointed by the Director, NIEPMD, Chennai and the decision of the arbitrator will be binding on both parties of this NIT. The contract shall be interpreted and have effect in accordance with the law of India and any suit or other proceedings related to this contract shall be fixed.
- 47) In case of any dispute the jurisdiction of the matter will be within the limits of Chennai City only.

Note: These terms and conditions are part of the Contract / Agreement as indicated in the Agreement between the institute and the Agency and any non-compliance shall be deemed as breach of the Contract /Agreement.

(Signature of Authorized Signatory of the agency with seal)

Name : Seal : Address : Phone No(O):

Date :

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Website: www.niepmd.tn.nic.in E-mail: niepmd@gmail.com

TECHNICAL BID (TO BE UPLOADED)

- 1) Name & Address of the Tendering Organization /Agency with phone number, e-mail and name and telephone/mobile number of contact person.
- 2) Experience in the work of providing Security Services (minimum 05 years). Particulars of experience (Attach work order & certificates).
- 3) Details of Security license certificate
- 4) EPF registration Number
- 5) ESI registration Number
- 6) GST registration Number
- 7) Acceptance of General Conditions of Contract & Special Conditions of Contract (Yes/No). Please sign each page of GCC & SCC as token of acceptance and submit as part of tech bid document.
- 8) Financial turnover with a minimum of Rs100 lakhs for last 03 financial years (2017-18, 2018-19, 2019-20) achieved, CA Certified copies of abridged balance sheets along with profit & loss account of the firm (tenderer) in support of 3 years annual financial turnover.
- 9) Income tax return for last 03 years i.e. financial year 2017-18, 2018-19, 2019-20.
- 10) Please submit an undertaking that no case is pending with the police against the Proprietor/ Firm/ Partner or the Company (Agency). Indicate any convictions in the past against the Company/Firm/Partner.
- 11) The bidder should have on office in proximity of Chennai.
- 12). Any other document required and asked in tender document for technical qualification. Bidders are requested to read the complete tender document properly and required document should be uploaded with technical bid.

Declaration by the Tenderer:

This is to certify that I/we before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of Tenderer with seal)

Name:

Seal : Address : Phone No: Date :

Check list for Tender-Security Services

S. No	Particular	Yes or No
1.	Receipt of tender fee amount for Rs.1000 (one thousand	
	only) (non-refundable)	
2.	Receipt of EMD amount of Rs.3,00,000 (three lakhs only)	
3.	Firm registration copy	
4.	Security license obtained from the authority	
5.	EPF & ESI registration copy	
6.	Five years' Experience for providing security service	
	in the Government organization	
7.	Proof of three Financial Years turnover Rs.100 Lakhs (Per Year)	
	(2017-18, 2018-19, 2019-20) duly attested CA Certified copies of	
	abridged balance sheets along with profit & loss account of the firm	
	(tenderer) in support of 3 years annual financial turnover,	
8.	The bidder should have on Office in proximity of Chennai	
9.	Under taking letter for No case pending with the police against	
	the proprietor /firm/ partner or the company (agency)	
10.	GST registration No	
11.	Copy of duly attested NIT	
12.	Any other document required and asked in tender document for technical qualification. Bidders are requested to read the complete tender document properly and required document should be uploaded with technical bid.	