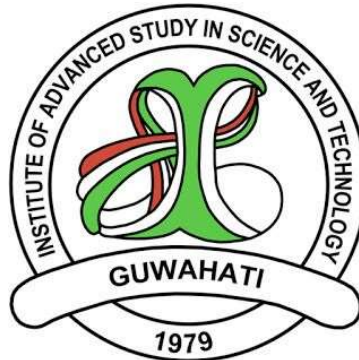


TENDER NOTICE
FOR
PROVIDING SECURITY SERVICES AT IASST

BID DOCUMENT

(Ref. Advt. No.-406 dtd. 03/03/2023)



INSTITUTE OF ADVANCED STUDY IN SCIENCE AND TECHNOLOGY

(AN AUTONOMOUS INSTITUTE UNDER DST, GOVT. OF INDIA)

VIGYAN PATH, PASCHIM BORAGAON, GUWAHATI- 35, ASSAM, INDIA

<https://iasst.gov.in>



INSTITUTE OF ADVANCED STUDY IN SCIENCE AND TECHNOLOGY

(AN AUTONOMOUS INSTITUTE UNDER DST, GOVT. OF INDIA)

VIGYAN PATH, PASCHIM BORAGAON, GUWAHATI- 35, ASSAM, INDIA

Advt. No: 406

Dt.03.03.2023

NOTICE INVITING TENDER

A. Introduction

Institute of Advanced Study in Science and Technology (IASST), hereafter referred to as the Institute or IASST, is an autonomous institute under the Department of Science and Technology, Govt. of India. It has own campus located at Vigyan Path, Paschim Boragaon, Gorchuk, Guwahati-781035.

IASST invites bids from agencies for providing and facilitating Security Services for its premises located in Guwahati, Assam, on a contractual basis.

B. Instruction to Bidders

1. The bidders are instructed to comply with the Bid Instructions, and the General Terms and Conditions for submission of the bid, failure to do so may lead to rejection of the bid.
2. Mode of Tender: Open tender in two-bids, Technical and Financial Bids.
3. The source of tender: <https://eprocure.gov.in/epublish/app> (CPPP) and IASST website <https://iasst.gov.in>
4. Tender Fee: Rs. 1,000.00 (Rs. One Thousand only).
5. The bidder who fulfils the eligibility criteria should only apply.
6. The bidder must follow the Central Government Rates of wages applicable for this Zone for security personnel. Bids not complying with this will be rejected.
7. The bidder shall quote the service charges for providing the said services. If any bidder quotes “Nil” charges over and above the minimum wages, the bid shall be treated as unresponsive and will not be considered.
8. The total amount quoted should be rounded off and written both in figures and in words. If there is any discrepancy between the two, the amount mentioned in words will prevail.
9. Bids should be free from erasures, alterations etc. The entries in the bid form should be legible and clear. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached.
10. No overwriting or cutting is permitted in the Financial Bid. In such case, the tender shall be summarily rejected. Cutting, if any, in the Financial Bid must be signed by the person authorized to sign the bid.
11. Conditional bids/offers shall be summarily rejected.

12. Each page of the bid should be properly numbered, indexed and duly binded. The bidder shall sign each page of this document with the name and title of the person signing the tender, with a rubber stamp of the bidder and date.
13. The bidder is advised to visit the premises of IASST and acquaints with the security requirement/system. However, it shall be deemed that the bidder has undertaken a visit to the Institute and is aware of the operational conditions prior to the submission of the tender documents.
14. Bids submitted after deadline shall not be accepted under any circumstances whatsoever.
15. Bid must be submitted giving complete details as sought below-

- a. Technical Bid

One envelop duly super scribed as “Technical Bid for IASST Advt. No. 406” which should consist of the Technical bid along with details of Annexure I, III, IV, V, VI & VII mentioned below. The Technical Bid shall be prepared and submitted in the form of a book. It means that the bidder will get the spiral binding to make a book with all necessary documents.

- i. the signed copy of this tender document (all pages)
- ii. Annexure I, along with valid documents for proof of certificates and claims made under Eligibility criteria
- iii. Annexure-III – Bid Declaration Form
- iv. Annexure-IV - Tender/Conditions Acceptance Letter
- v. Annexure-V - Certificate of Ethical Practices
- vi. Annexure-VI – Declaration-cum-undertaking
- vii. Annexure-VII - Contact details of establishments, service provider has previously provided security service

- b. Financial Bid

Another Envelop duly super scribed “Financial Bid for IASST Advt. No. 406”. This should consist of Financial Bid duly filled and signed as per Annexure-II. No other format will be accepted.

- c. Both the Envelopes as mentioned above should be sealed separately and kept in another bigger envelope duly super scribed as "Technical & Financial Bid for IASST Advt. No. 406.”

16. Address: The bid should be addressed to

Registrar,
Institute of Advanced Study in Science and Technology (IASST),
Vigyan Path, Paschim Boragaon, Garchuk
Guwahati-781035, Assam, India

17. Last Date and Time of Submission of Bids

The last date and time of bid submission is **27.03.2023 by 05 PM**. The bidders should ensure that their bids are dropped in the tender box at the Reception of IASST by the time and date mentioned above. In case the bid is sent by post, the bidder should ensure that the same reaches IASST by the last date &

time as mentioned. Any other mode of delivery of the bid document shall be summarily rejected. IASST shall not be responsible for any delay(s), including postal delay, etc.

18. Date of Opening of Bids

The technical bid will be opened in the presence of the bidders, if any, on **28.03.2023 at 11 AM** at the Conference Room, IASST. In case the date of technical bid opening happens to be a holiday, the bids will be opened on the next working day at the same time. The date of opening the financial bid will be intimated subsequently only to the technically qualified bidders.

19. The bidders are requested to go through the terms and conditions of the tender document carefully and then submit their bids accordingly. Any bid received against this NIT and any contract resulting from this NIT shall be governed by the terms and conditions indicated in the tender document, and the bidder quoting against this NIT shall be deemed to have read, understood, and accepted the same.

20. A **Pre-bid meeting** would be conducted at the Conference Room, IASST on **13/03/2023 at 11 AM**. A maximum of 02 authorized representatives will be allowed to attend the Pre-bid meeting.

C. Eligibility Criteria

The bidder should satisfy each and every criterion mentioned in here, and documentary proofs of satisfying these criteria are to be enclosed. Bidder not meeting these criteria will be summarily rejected. If any document is found to be forged, the bid will be summarily rejected, and the bidder will be debarred for a period of one year for further bidding of any tender in IASST, and the Institute shall be at liberty to intimate this debarment to all departments/organizations of government and governmental organizations.

1. The bidder must have a license under *The Private Security Agencies (Regulation) ACT, 2005*.
2. The bidder must have Labour License under *Contract Labour (Regulation and Abolition) Act, 1970*.
3. The bidder must be MSME registered in relevant field.
4. The bidder must have EPFO, ESIC, Income Tax (PAN) and GST registrations.
5. The bidder must have Trade License.
6. The bidder should have up-to-date Income Tax & GST Clearance.
7. The bidder shall have an average annual turnover of at least ₹30.00 lakhs for the last three financial years i.e. 2019-20, 2020-21 and 2021-2022. For financial soundness, Profit & Loss Account and Balance Sheet duly certified by Chartered Accountant must be submitted for last three financial years. The Profit & Loss Account and Balance Sheet should be accompanied by supporting schedules.
8. The bidder should have experience in providing Security Service for at least 3 (three) years consecutively and have the experience to provide Ex-Servicemen and trained security personnel in at least 3 nos. of Central Govt. Organization located in Assam in last three years.
9. The bidder must produce a "Satisfactory Performance" certificate from organizations where the bidder has provided Security service during the last three years.
10. The bidder must have their own training Centre from the last 3 years consecutively, and the same should be located not more than 50km in aerial distance from IASST campus. The training centre should have requisite infrastructure and training facilities in order to impart training as per curriculum

prescribed in National Occupational Standards for private security personnel. The Institute authority shall have the right to inspect both indoor and outdoor training facilities.

11. The bidder shall have a robust security plan to meet exigencies such as fire, natural disasters, medical emergencies, etc.
12. The bidder shall have adequate numbers of security personnel who have basic qualification for firefighting. As to their engagement the competent authority shall take the final decision.
13. The bidder should have well-trained personnel properly engaged in security service.
 - a. A minimum working strength of 200 security personnel.
 - b. The personnel should be well-trained, holding a training certificate.
14. The bidder must have its Head Office or Branch Office in Guwahati for at least the last 5(five) years. The location and address of the local office at Guwahati with contact number and email must be mentioned.
15. The bidder should be ready to provide service of sniffer dog in short call.
16. The bidder should have adequate exposure in handling ambulance service to provide adequate service for ambulant patient.
17. The bidders should be equipped with metal detector and DFMD (Door Fitted Metal Detector).
18. On the date of submission of tender, the bidders must not have any pending court cases
 - a. against IASST, and
 - b. against their services with any organization.
19. The bidder should not be blacklisted by the Central/State Govt. Organizations/PSUs/Govt. Autonomous bodies on the date of submission of tender.
20. For both the purpose stated in point No. 17 and 18 above, the bidder may submit a self-declaration as per ANNEXURE-VI. However, if the claim is found to be wrong during the processing of the bid, the bid shall be summarily rejected. Moreover, if the claim is found to be wrong after awarding the contract, the contract shall be terminated immediately, and other punitive action as deem fit by the competent authority shall be taken against the defaulter.
21. The Bidder should have its own bank account and provide the bank account details.

D. Scope of Work and Obligation of the Service Provider

The successful bidder of this tender hereafter will be referred to as Service Provider.

1. **Supply of Manpower:** The Service Provider shall supply and deploy manpower at IASST for round the clock security as per details shown below.

Position	Nos. of positions
Asst. Security Officer	1
Security Supervisor	3
Security Guards	26 (Male: 22 and female: 4 nos.)
Leave reserve	5
Total	35

2. Overall Responsibility

- i. The Service Provider shall be solely responsible for overall security arrangements in IASST Campus.
- ii. The Service Provider shall be solely responsible for safeguarding the safety and security of the people, materials, and equipment of IASST. The Service Provider has to abide by the relevant terms & conditions while discharging the duties as per norms of IASST. The security personnel will keep close watch and control at all points of entry and exit, including the location of posting, check all incoming and outgoing personnel and vehicles. Any negligence and lapses will make the concerned guard responsible and accountable and invite punitive action as will be deemed fit by IASST.
- iii. The Security personnel deployed shall be responsible for fire safety drill and in meeting any other accidents, natural calamities etc.

3. Manpower Guarding Hours/Duration per shift per day/Location of Posting

Guarding the Institute shall be round the clock, i.e., 24 hours per day. The decision of the Competent Authority of IASST on shifts and other working arrangements will be final and binding on the Service Provider. The Competent Authority of IASST has the right to take suitable punitive action including recovery of reasonable penalty as per the conditions laid down in the agreement to be executed with the Service Provider, if any lapses are found at the place of posting, which will have a direct bearing on the performance of the bidder.

- i. Asst. Security Officer
8 and ½ Hours (including ½ hour lunch break) on all working days and as per requirement & direction of the Competent Authority of IASST.
- ii. Security Supervisor
8 Hourly shift duty per English calendar month including Weekly off days and Holidays.
- iii. Security Guard
Hourly shift duty per English calendar month including Weekly off days and Holidays.
- iv. Maintenance of Registers
The following registers have to be maintained by the Service Provider regarding the deployment of security guards, working hours, payment of wages, etc., which has to be duly signed by the Service Provider or its representative and the designated official to oversee the security functioning detailed by the competent authority. Otherwise, monthly bills/payments will not be released. Security Service provider shall invariably submit the bill within 7 working days.
 - a) Attendance Register to record the duty of guards at a particular post. The “Time In” and “Time Out” of the duty guard or guards must be recorded for each shift.
 - b) Wages Payment Register

4. Other Daily work obligations

- i. Services are to be provided round the clock in three shifts, including Sunday and all Holidays.
- ii. No outsiders are allowed to enter the building without a proper Gate Pass issued by the Authorized Officer/Person of IASST at the gates. The outgoing material shall be thoroughly checked for supportive documents, and the authorized signature shall be verified at the gate. The guard shall make relevant entries in the “material outgoing” register and endorse the supporting document with particulars of date, time, vehicle no. with office seal, etc. He shall retain the quadruplicate copy at the security office.
- iii. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the employer for in-out movement of stores.
- iv. The specimen signatures and telephone numbers of the above-stated officers will be made available to the Service Provider or his/her Security Personnel.
- v. The staff shall be available all-time at the place of their duties as per the duty roster, and they shall not leave their place of duty without prior permission of the authorized Officer of IASST.
- vi. The Security Supervisor will ensure that the instructions issued related to security arrangements by IASST are strictly followed, and there should be no lapse of any kind.
- vii. The Service Provider shall strictly adhere to the deployment plan so to be provided by the Competent Authority of IASST from time to time.
- viii. The Service Provider shall deploy the full contingent of the personnel all the time and shall maintain a list of the reserves to provide the replacement and supplement the strength.
- ix. Services of the outsourced security personnel shall be at the disposal of IASST within the meaning of principal employer as laid down in the Contract Labour Regulation Act.
- x. No guard shall be deployed on double duty during consecutive duty timings.
- xi. The Security Guards/Supervisors should be trained to extinguish a fire with the help of fire extinguishing cylinders and other firefighting material available on the spot. They will also take care of the fire fighting in extinguishing the fire or in any other natural calamities.
- xii. Security staff/supervisor deployed shall also participate in any emergent situations as per their role defined in the disaster plan, if any, of the Institute. Security personnel/ Supervisors should be sensitized for their role in such situations.
- xiii. Guards should know the important telephone nos. of Asst. Security Officer and police and fire brigade, etc. The Service Provider should make necessary arrangements in all the checkpoints.
- xiv. The Guards on duty will take care of vehicles, scooters/motor-cycles/bicycles parked in the parking sites located within the premises of the Institute.
- xv. At the entry gate, guards shall collect, check and keep the copies of vehicle registration certificate, fitness certificate, insurance certificate and driver license for vehicles belonging to contractors (other than private vehicles).

- xvi. Guards shall scan the number plates of vehicles using number plate scanner machine if it is provided by the Institute.
- xvii. Lights of the campus buildings, including staircases of Quarters, etc., shall be switched on at dusk and switched off at dawn by the guards posted at their demarcated areas of duty, and other electrical appliances should be switched on and switched off as per instruction of Competent Authority of IASST.
- xviii. The guards should also take care of all the water taps, valves, etc., installed in open spaces of IASST premises.
- xix. The security guards shall carry out (when necessary) due exercise to prevent alcohol abuse using breath analyzer.
- xx. The Security Supervisor/Guards are required to display mature behavior, especially towards staff and visitors.
- xxi. The names of the Security Personnel appointed/employed by the security agency shall be made known to the Competent Authority before commencing deployment in writing. Frequent changes in the manpower deployed will not be allowed. The changes will be allowed only with specific approval of the Competent Authority of IASST.
- xxii. In case of any theft, robbery, burglary, and matter allied with the security of IASST, the concerned guard personnel will report to the Competent Authority of IASST immediately after such incident. The security guard will also maintain a register accordingly and submit the same to the Competent Authority of IASST as and when required. The cost of missing materials for theft/robbery/burglary would be recovered from the Service Provider's bills.
- xxiii. The security personnel will keep close contact with the local Police Station as and when required with the knowledge and concurrence of the Competent Authority.
- xxiv. Any other provisions as advised by the Institute may be incorporated in the agreement, and the same shall also be binding on the Service Provider.
- xxv. If IASST occupies more buildings to cater to the official requirements from time to time, the Service Provider may be asked to provide their security services in the additional buildings abiding by the same rates and terms & conditions as mentioned in the complete bid document.
- xxvi. The requirement of manpower, as established, is tentative, and it may vary from time to time as per the requirement for which the agency shall supply and deploy accordingly. The number of security personnel to be deployed will be decided by the Competent Authority of IASST based on the requirement. IASST reserves the right to add or lessen the number of security personnel based on the requirement of the Institute from time to time.
- xxvii. The representative of the Service Provider has to visit the Institute premises once a week and brief about the happenings to the authority of IASST for smooth functioning.

5. Issue of Identity cards & other requisite accessories

- i. All items including identity card, uniforms, torches, batteries, lathis/ballams, batten, umbrella, raincoat, shoes and other personal requirements of security guards, security supervisor & the Asst. security officer, stationery for writing duty charts and registers at security checkpoints

and record keeping as per requirements will be provided by the Service Provider at their own cost.

- ii. No security officer/supervisor/guards will be allowed to attend duty without an identity card, uniform, and other requisites as mentioned above.

6. Qualification of security personnel

- i. Educational Qualifications and age:

Position	Eligibility
Asst. Security Officer	<ul style="list-style-type: none"> • Educational Qualification: Graduate • Ex-Serviceman preferably from Indian Army • Age: Between 45 to 60 years
Security Supervisor	<ul style="list-style-type: none"> • Skilled • Passed 12th Standard • Having basic minimum knowledge of handling computers, walkie-talkie, CCTV camera etc. • Age Between 30 to 55 years
Security Guards	<ul style="list-style-type: none"> • Semi-skilled • Minimum read upto 10th standard • Age: Between 18 to 33 years

- ii. The security personnel to be deployed by the service provider must be properly trained. The Security Personnel should be strong and stout, not having any ill habits nor any communicable diseases that the Service Provider will furnish a certificate stating that the security guards are trained, and none of the security guards was discharged from any service on the ground of criminal charges, theft & unreliability in ANNEXURE VI.

- iii. Security personnel must be

- a) a citizen of India or a citizen of such other country as the Central Government may, by notification in the Official Gazette, specify;
- b) satisfies the Service Provider about his character and antecedents in such manner as may be prescribed;
- c) has completed the prescribed security training successfully;
- d) fulfils such physical standards as may be prescribed and satisfies such other conditions as may be prescribed.
- e) No person who has been convicted by a competent court or who has been dismissed or removed on the grounds of misconduct or moral turpitude while serving in any of the armed forces of the Union, State Police Organisations, Central or State Governments or in any private security agency shall be employed or engaged as a private security guard or a supervisor.

- iv. Fitness Certificate. The Service Provider must produce a medical fitness certificate for all their men/women while appointing security personnel at the time of the first deployment and also to submit an annual medical certificate for all security personnel every year.

- v. They will bear good personality, smart turnout, well dressed with neat & clean uniform and of sound health, physically fit and mentally alert.
- vi. No person should be deployed below 18 years.

7. Change or Removal of Personnel

Any change of security personnel should be done with the prior approval of the Competent Authority of IASST. The decision of the Institute will be final in the matter of withdrawal/removal of any of the Security personnel deployed by the Service Provider and shall be binding on the Service Provider.

8. No sub-letting

The Service Provider shall not engage in any such sub-bidder or transfer the contract to any other person in any manner.

9. Payment of Wages

- i. The Service Provider shall be wholly responsible for the minimum wage payment. As and when the minimum wages rate is changed by the Govt. of India, the Service Provider shall pay the revised rate to their workers as on the date and shall apply for reimbursement of the expenditure by raising a bill. In addition to the monthly salary, the Service Provider shall also have to extend statutory benefits provided under EPF & Misc. (Prov.) Act. 1952, ESI Act and other benefits in terms of the applicable Labour Laws. Failure to do so would be liable to termination of the contract immediately.
- ii. The Service Provider is to pay statutory dues such as basic wage, VDA, EPF, ESI, EDLI, GST, Gratuity, bonus, etc., as applicable, to the security staffs under them as per the existing rate of the Government.
- iii. E.P.F., E.S.I., and Bonus are in accordance with the prescribed rate on minimum wages. Payments of the elements like EPF contribution, ESI contribution would be paid for the previous month on the production of authenticated document regarding the deposition of statutory elements to the appropriate authority, and payment of bonus to the eligible employees shall be paid first at the appropriate time of a financial year by the Service Provider and claim for reimbursement shall be made in the succeeding month.
- iv. Payment of Gratuity as per statutory rates shall be the responsibility of the Service Provider. It is not reimbursable by the Institute. Service Provider may add the gratuity in their Service Charge.
- v. A copy of acquaintance along with a bank receipt of the actual deposit showing the payment to each of the security personnel should be furnished to IASST along with the monthly bill.
- vi. The Service Provider shall pay wages directly to the security personnel through Bank Transfer within the 7th day of every month. Payslip should be given to the individual security personnel each month along with the monthly payment.
- vii. Every monthly bill should be attached with the documents- payment of wage including EPF, ESI of the previous month including bank transfer.

- viii. The Service Provider is to keep a duplicate copy of the bills in the Service Provider's custody in case of any verification, which is to be produced in the Institute as and when required.
- ix. IASST shall have no responsibility, statutory obligation towards taxes, fees, all relevant and applicable Labour laws, Govt. Rules & Regulations in force related to Salary, Statutory payments, ESI, EPF, and bonus, etc., for the execution of the contract.
- x. The Service Provider shall abide 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, ESIC, and various other Acts as applicable from time to time regard to the personnel engaged by the Service Provider for the Institute.
- xi. In the event of default being made in the payment of any money in respect of wages of any person deployed by the Service Provider for carrying out of this contract and if a claim, therefore, is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Institute may, failing payment of the said money by the Service Provider, make payment of such claim on behalf of the Service Provider to the said Labour Authorities and any sums so paid shall be recoverable by the Institute from the Service Provider.
- xii. 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 IASST, such money shall be deemed to be payable by the Service Provider to IASST within seven days. The Institute shall be entitled to recover the amount from the Service Provider by deduction from the money due to the Service Provider or from the Performance Security.
- xiii. If any underpayment is discovered, the amount shall be duly paid to the agency by IASST.
- xiv. The Service Provider shall provide copies of relevant records during the period of contract or otherwise, even after the contract is over whenever required by IASST.
- xv. If, as a result of post-payment audit, any overpayment is detected in respect of any work done by the Service Provider or alleged to have done by the Service Provider under the tender, it shall be recovered by IASST from the Service Provider.
- xvi. No payments shall be made by the Institute to the individuals deployed by the Service Provider under any circumstances.
- xvii. The Security staff shall not accept any gratitude or reward in any shape.
- xviii. The Service Provider shall have at their own cost to ensure the correct and satisfactory performance of their liabilities and responsibilities under the contract.

10. Familiarization Workshop

IASST will allow familiarization of the security arrangements required to be done by the personnel to be deployed by the Service Provider under the contract for 2 to 3 days, and this period will not be counted as shift manned by Service Provider's personnel for the purpose of payment under the contract.

11. Training Center

- i. The bidder must have their own training Centre, and the same should be located not more than 50 km in aerial distance from IASST, Guwahati.
- ii. The training centre should have requisite infrastructure and training facilities in order to impart training as per curriculum prescribed in National Occupational Standards for private security personnel. The Institute authority shall have the right to inspect both indoor and outdoor training facilities.

12. Mechanism for Good Performance

- i. The bidder shall have their own Establishment/Setup/Mechanism, etc., at their own cost to ensure correct and satisfactory performance of their liabilities and responsibilities under the contract.
- ii. Adequate supervision will be provided to ensure the correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Service Provider deployed, the supervisory staff will move in their areas of responsibility.
- iii. The Service Provider will deploy Asst. Security Officer and Supervisors with an experience of 10 (ten) or more years of security-related jobs, as per the requirement given by the Institute. The Service Provider will be bound to carry out the instructions given by the Institute from time to time with promptness.
- iv. All necessary reports and other information will be supplied immediately as required, and regular meetings will be held with IASST.

13. Indemnification of IASST

- i. The Service Provider shall indemnify and hold IASST harmless from and against all claims, damages, losses, and expenses arising out of or resulting from the works/services under the contract provided by the Service Provider.
- ii. IASST shall not be under any obligation for providing employment to any of the workers of the Service Provider after the expiry of the contract. The Institute does not recognize any employee-employer relationship with any of the workers of the Service Provider.
- iii. No suit, prosecution, or other legal proceedings shall lie against the Institute or any other officer authorised by it in respect of anything in good faith done or intended to be done under this Contract.
- iv. Any liability arising out of any litigation (including those in consumer courts) due to any act of Service Provider's personnel shall be directly borne by the Service Provider, including all expenses/fines. The concerned Service Provider's personnel shall attend the court as and when required.

14. Accident or Injury to Deployed Personnel

All liabilities shall be borne by the Service Provider that are arising out of accident or death of deployed personnel while on duty. The Institute shall not be liable for any damage or

compensation payable in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contract. The Service Provider shall indemnify and keep indemnified the Institute against all such damage and compensation whatsoever in respect or in relation thereto.

15. Theft/Damage to Property

- i. The Service Provider shall be responsible for making good to the satisfaction of the Institute any loss or any damage to all structures and properties within the Institute premises. If such loss or damage is due to fault and/or the negligence or willful acts or omission of the Service Provider, their employees, agents, representatives, shall make good the loss as assessed by the representative of IASST. However, it will not bound upon personal or individual property loss or damage.
- ii. The Service Provider shall be liable and legally bound to pay the Institute an equal amount of the value of such property lost, damaged, or stolen due to lapses on the part of the security personnel deployed by the Service Provider at the current market price. The Institute will deduct such amount from the Service Provider's monthly bills within two months from the date of occurrence of such happenings or as decided thereto. Non-renewal of contract, lapse of contract, etc., shall not debar the Institute in any form in claiming such amount or money as compensation for loss, damage of theft.
- iii. The Service Provider will be held responsible for the damages/sabotage caused to the property of the Institute due to the riots/mobs attack/armed dacoit activities.

16. Transportation of Personnel

The Service Provider shall make its own arrangements for the transportation of its employees.

17. Compliance with Statutory Requirements by the Service Provider

All statutory requirements concerning the maintenance of records have to be adhered to. Any other statutory obligations as per the Contract Labour Act and other laws not mentioned here are to be complied in due course of time.

18. Absentee and Replacement

- i. In case any of Service Provider's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of a number of guards/supervisors absent on that particular day shall be levied by the Institute, and the same shall be deducted from the Service Provider's bills.
- ii. In case any of Service Provider's personnel deployed under the contract fails to report in time and the Service Provider is unable to provide suitable in time for the same, it will be treated as absence and penalty as mentioned in point 18(a) shall be levied.
- iii. Replacement to be provided within 24 hours from the time of intimation as and when required during illness/absence of security guard.
- iv. One leave reserve personnel shall be provided for each 5 guards.

19. Penalty for Poor and Unsatisfactory Performance

- i. In case of any complaint against any of the security officer/supervisor/guard for misconduct, inefficiency, lack of physical fitness, or any other ground, the Competent Authority of IASST has the right to ask for immediate replacement of such security personnel.
- ii. For poor and unsatisfactory performance, appropriate action as deemed fit under the contract shall be imposed on the recommendation of a committee, constituted by the competent authority, and the decision of the committee shall be final and binding on the Service Provider.
- iii. The Institute shall have authority to impose a penalty on the recommendation of the committee, on any Security personnel, on duty found under the influence of any drug or intoxicants or found guilty of misconduct or found to claim false attendance and shall take such other action as may be required under the circumstances.
- iv. In case any public complaint is received attributable to misconduct/misbehaviour of the Service Provider's personnel, a penalty of ₹500/- for each such incident shall be levied, and the same shall be deducted from the Service Provider's bill. Further, the concerned Service Provider's personnel shall be removed from the Institute premises immediately.
- v. In case the Service Provider fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, the Institute reserves the right to impose the penalty as detailed below–
 - a) That if the Service Provider violates any of the terms and conditions of this agreement or commits any fault or their services are not to the entire satisfaction of the officer authorized by IASST on this behalf, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for a particular month will be imposed.
 - b) After four weeks' delay, IASST reserves the right to cancel the contract and withhold the agreement and get their job carried out, preferably from any other security agency/other Service Provider(s). The difference, if any, will be recovered from the Service Provider's bill and also shall be blacklisted for a period of 4 years to participate in such type of tender, and their earnest money/security deposit may also be forfeited, if so warranted.

20. Activity Prohibited

- i. The Service Provider shall ensure that its personnel shall not at any time, without the consent of the institute in writing, divulge or make known any trust, accounts matter, or transaction undertaken or handled by the Institute and shall not disclose any information about the affairs of the Institute. This clause does not apply to the information, which becomes public knowledge.
- ii. During the course of the contract, if any personnel of the Service Provider is found to be indulging in any corrupt practices causing any loss of revenue to the Institute shall be entitled to terminate the contract forthwith duly forfeiting the bidder's Performance Security.

- iii. Under the terms of their employment agreement with the Service Provider, the Security staff shall not do any professional or other work for reward or otherwise, either directly or indirectly, except for on behalf of the Service Provider.
- iv. Security staff engaged by the bidder shall not take part in any staff union and association/political activities.
- v. Security personnel on duty must not be under the influence of any drug or intoxicants.

21. **Observation of Health Protocol**

- i. The Service Provider will be responsible for all their employees in observing security and safety regulations, and instructions as may be issued by the Institute from time to time.
- ii. The Service Provider shall get all personnel deployed screened for visual, hearing, gross physical defects, and contagious diseases and will provide a certificate to this effect for each personnel deployed. Only physically fit personnel shall be deployed for duty.
- iii. The Service Provider shall ensure that all protocol instructions given by the Government of India are properly followed concerning Covid-19 or any other disease, which are epidemic/pandemic in nature.

22. **The Service Provider's Staff Not Treated as Institute Staff**

The Service Provider's staff will not be treated as the Institute's staff for any purpose whatsoever. The Service Provider shall be responsible for strict compliance with all statutory provisions of relevant labour laws applicable from time to time in carrying out the above job. The Institute shall not be liable to any penalty under relevant rules, enactment, or related regulations for which Service Provider is responsible under the law.

E. General Terms and Conditions

1. **Duration of Contract:** The contract shall be valid initially for a period of **one-year** which may or may not be extended. Subject to satisfactory performance, the contract may be extended for a further period of **two years** on a yearly basis on the same terms and conditions. However, the terms and conditions of the contract can be revised on mutual agreement in the extended period. The total contract period shall not exceed three years. In case of grave errors & omissions and acts detrimental to the interest of IASST, IASST reserves the right to foreclose the one-year period.
2. The tender document is not transferable.
3. **Manpower Requirement:** The manpower requirement, including Leave Reserve, is approximately 35 nos. The requirement of manpower, as established, is tentative, and it may vary from time to time as per the requirement for which the Service Provider shall supply and deploy accordingly. The number of security personnel to be deployed will be decided by the Competent Authority of IASST based on the requirement. IASST reserves the right to add or lessen the number of security personnel based on the requirement of the Institute from time to time.
4. **Validity of the Bid:** The bids submitted shall remain valid for acceptance for a period of 120 days from the date set for the opening of the tender. The bidder shall not be entitled during the

said period of validity to revoke or cancel his tender or modify the tender given or any item thereof.

5. The bidder must follow the Central Government Rates of this Zone for security personnel. Bidder not following this will be liable to be rejected.
6. The bidder shall quote the minimum service charges as 3.85% for providing the said manpower services as per GoI OM No. F.6/1/2023-PPD dtd. 6th January, 2023. This bid is floated in CPP portal only since CPP Portal is a fully government recognized public procurement portal floated by Ministry of Finance, Govt. of India, New Delhi. If any bidder quotes “Nil” charges/consideration over and above the minimum wages, the bid shall be treated as unresponsive and will not be considered.
7. **EMD:** The Earnest Money Deposit (EMD) of at the rate of 2% of the Estimated Bid Value has to be submitted in the form of a Demand Draft drawn in favor of “The Director, IASST” and payable at Guwahati. Bidders claiming EMD exemption shall need to produce relevant exemption document and submit the Bid Security Declaration as per Annexure-II.

8. Penalty against defaulter:

- i. In case a bidder made misleading or false representations in the forms, statements, and attachments submitted in proof of the qualification requirements; and /or if the bidder withdraws the bid during the processing of the tender, IASST shall cancel the contract and blacklist the bidder for a period of 4 years or take any other punitive action as deemed fit by the competent authority of IASST.
- ii. Even though the bidders meet the above qualifying criteria, they are subjected to be disqualified in the future and shall face a similar penalty mentioned above if they have-
 - a) made misleading or false representations in the forms, statements, and attachments submitted in proof of the qualification requirements; and/or
 - b) any record of poor performance such as abandoning the Services, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc.

9. Evaluation of Technical Bid

- i. After the opening of the technical bid, the attached documents will be checked. The evaluation of the tender will be done on the basis of the documents submitted. This is applicable to all bidders.
- ii. The bid of any bidder which has not met the eligibility criteria will be summarily rejected and bid(s) which do not comply with bid instruction and any conditions of the tender terms and conditions may also be rejected.
- iii. The bid will be rejected if any document not attached or the validity of the certificate/document has been expired, and no further chance/correspondence will be made.
- iv. All bidders that fulfil the Eligibility criteria, bid instruction and Tender terms & conditions will be qualified for the opening of the price bid. All Technically qualified bidders may be invited for verification of original documents before the opening of the price bid on the same

day of opening the financial bid. The tender will be disqualified if valid original documents are not produced.

- v. The Price bid of the technically qualified bidder (s) will be opened on a later date. The date and time of the opening shall be intimated to the shortlisted bidder(s).

10. Evaluation of Price Bid and Award of Contract

- i. The price bid of all technically qualified bidders will be opened on the date and time declared by the Institute.
- ii. The lowest quoted bidder shall be selected for awarding the contract.
- iii. In case of same/equal price bid quoted by more than one bidder, the preference will be given to-
 - a) The bidder having the highest average annual turnover for the last three financial years, 2019-20, 2020-21 and 2021-2022 would be awarded the bid. For financial soundness, Profit & Loss Account and Balance Sheet duly certified by Chartered Accountant must be submitted for last three financial years. The Profit & Loss Account and Balance Sheet should be accompanied by supporting schedules.
 - b) In case more than one bidder satisfies (i) as mentioned above, then the one having longer years of experience as a Security Agency will be awarded the bid.
 - c) In case more than one bidder satisfies (i) and (ii) then the bidder with higher number of Security Personnel will be awarded the bid.

11. Obligation of IASST

- i. IASST will provide a fixed amount towards wages, which include EPF and ESI. (Uniforms, medical facility, etc., are to be arranged by the Service Provider. However, emergency medical care and general and temporary unfit medical conditions shall be given due medical care on payment basis)
- ii. Maintenance charges for up-keeping of uniform, as per rate agreed to by both the parties, shall be paid by IASST on a monthly basis.
- iii. **Schedule of Rate**

Institute's liability is limited to the payment of applicable minimum wages as per the applicable class below-

Sl. No.	Designation	Classification
1.	Security Guard	Semi-Skilled
3.	Leave Reserve	Semi-Skilled
5.	Supervisor	1.33 x Security Guard
7.	Asst. Security Officer	1.7 x Security Guard

- iv. **Security barracks will be provided for temporary accommodation.** Accommodation for both male and female security guards and security supervisors will be provided by the Institute free for rent with free electricity & water facilities and license free accommodation.
- v. **Accommodation of the Asst. Security Officer:** The Asst. Security Officer deployed by the Service Provider may be allotted a residential quarter in the IASST campus subject to availability.
- vi. **Performance Bank Guarantee/Security:** The successful bidder shall submit a Performance Bank Guarantee (PBG) of 3% of the contract value from any Nationalized Bank in a prescribed form, in favour of Director, IASST within 30 days' time from the date of work order. The Performance Security should remain valid for a period of sixty days (60) beyond the date of completion of the Contract. It shall be the guarantee for the faithful and due performance of the contract by the bidder in accordance with the terms and conditions specified in this contract. The PBG will be returned to the bidder without any interest after its expiry subject to fulfilment of all contractual obligations by the bidder.
- vii. **Right of the Institute:** The acceptance of the bid will rest solely with the Director, IASST, who in the interest of the Institute is not bound to accept the lowest bid and reserves the right to himself to reject or accept any bids without assigning any reasons.
- viii. **Force Majeure**

At any time during the currency of the contract, either bidder is subject to force majeure, which can be termed as a civil disturbance, riots, strikes, tempest, acts of God, etc. which may prevent either party to discharge their obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall be a 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.

ix. **Termination**

- a) The Institute shall at any time be entitled to determine and terminate the contract for any cause, including unsatisfactory performance or violation of the terms and conditions of the contract whatsoever. A notice in writing from the Institute to the bidder shall be issued giving 30 (thirty) days' time for such termination without assigning any reasons thereof. No compensation will be paid on account of the termination. A 3 (three) months' time notice will be given by the bidder to the Institute.
- b) Termination of the contract shall not relieve the Service Provider from any of their obligation imposed by the contract with respect to the work performed by them prior to such termination.

- c) In case of termination of the contract, IASST reserves the right to get the work done by deploying other Bidder/Agencies. The cost incurred for the above will be recovered from the Service Provider's bill & Security Deposit.

x. **Arbitration**

- a) In the event of any question, dispute/difference arising under this agreement or in connection herewith (except as to the matters of the decision of which is specially provided under this agreement), the same shall be referred to the sole arbitration to the Director, IASST, or his/her nominee.
 - b) The arbitrator will be nominated by the Director, IASST or as per provision of the relevant act.
 - c) The award of the Arbitrator shall be final and binding on the parties.
 - d) The expression Director, IASST shall mean and include an acting/officiating Director.
 - e) Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996, and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under the clause.
- xi. **Jurisdiction:** The contract shall be governed by and construed according to the law in force in India. The bidder shall hereby submit to the jurisdiction of the courts situated at Guwahati for the purpose of actions of any proceedings arising out of the contract, and the courts at Guwahati only will have the jurisdiction to hear and decide such actions and proceedings.

Sd/-
Registrar, IASST

ANNEXURE-I

BIDDER DETAILS AND COMPLIANCE TO ELIGIBILITY CRITERIA (To be verified on the basis of supporting documents submitted by the bidder)

PART-A: BIDDER DETAILS

1. Name of the Bidder Agency:
2. Contact Person Details:
3. Address of the Bidder:
4. Registration No. of the Agency:
5. License Number under PSA (Regulation) Act, 2005:
6. Labour License No:
7. PAN No.:
8. EPF Regd No.
9. ESI Regd No.
10. GST Registration No.
11. Trade License No:
12. Type of Agency: Proprietor/ Partnership firm/ Company
13. Average annual turnover in last 3 financial years
14. Own Training Center location and address:
15. Minimum working strength
16. Any other information:

Date:

(Signature with seal of the Bidder)

Place:

PART B: COMPLIANCE TO ELIGIBILITY CRITERIA

Sl. No.	Particulars	Whether Possess or not? (Yes/ No)	Whether Proof enclosed? (Yes/No)	Page no.
1.	License under The Private Security Agencies (Regulation) ACT, 2005.			
2.	Labour Licence under Contract Labour (Regulation and Abolition) Act, 1970.			
3.	MSME regtration in relevant field			
4.	EPF registrations			
5.	ESI registrations			
6.	Trade Licence			
7.	TIN/PAN and GST registration			
8.	Up-to-date Income Tax & GST Clearance.			
9	Average annual turnover of at least ₹30.00 lakhs for the last three financial years, 2019-20, 2020-21 and 2021-2022.			
10	Execution of Security Service for at least 3 (three) years consecutively and have the experience to provide Ex-Servicemen and trained security personnel in 3 nos. of Central Govt. Organization located in Assam in last three years.			
11	Possession of a “Satisfactory Performance” certificate from organizations where the bidder has provided Security service during the last three years			
12	Possession of own training Centre from last 5 years consecutively and the same should be located not more than 50km in aerial distance from IASST campus. Area in sq. m and training infrastructure available for security training with photographs.			

13.	Own health and safety policy and security plan: in case of fire, disease, discipline, etc.			
14.	Having adequate numbers of security personnel who have basic qualification for firefighting			
	a Own a minimum working strength of 200 personnel properly engaged in security service.			
15.	b Possession of training certificate by the 200 personnel			
16.	The bidder should be ready to provide service of sniffer dog in short call.			
17	The bidders should be equipped with metal detector and DFMD (Door Fitted Metal Detector).			
18	Having adequate exposure in handling ambulance service to provide adequate service for ambulatory patient.			
19	Own Head Office or Branch Office in Guwahati for at least the last 3 (three) years. The location and address of the local office at Guwahati with contact number and email must be mentioned.			
20	Not having any pending court cases			
	a against IASST, and			
	b against their services with any organization. For this purpose, the bidder may submit a self-declaration as per ANNEXURE -VI .			
21	The bidder has not been blacklisted by the Central/State Govt. Organizations /PSUs /Govt. Autonomous bodies on the date of submission of tender. For this purpose, the bidder may submit a self-declaration as per ANNEXURE -VI .			
22	The bidder has its own bank account and provide the bank account details.			

Date:

(Signature with seal of the Bidder)

Place:

ANNEXURE –II

FINANCIAL BID

Sl. No.	Particulars	Rate	Amount (Rs.)
1	<p>Service Charge</p> <p><u>Note:</u></p> <p>1) The bidder shall quote the service charges for providing the said services. If any bidder/bidder quotes “Nil” charges/consideration over and above the minimum wages, the bid shall be treated as unresponsive and will not be considered.</p> <p>2) As the selected Service Provider is to pay statutory dues such as basic wage, VDA, EPF, ESI, EDLI, GST, Gratuity, Bonus etc., as applicable, to the security staffs under them as per the existing rate of the Government. Bidders are instructed to go through the financial obligations of both the Service Provider and IASST mentioned in this tender while quoting the Service Charge and under no circumstances, IASST shall be liable or shall be responsible for any omission on the part of the Bidder.</p>	<p>.....</p> <p>(In Percentage)</p>	
2	Fixed Uniform Maintenance Allowance Per Head Per Month		
3	Total (1+2)		
4	Add GST on 1 and 2		
5	Grand Total		
	Rupees		

Date:
Place:

(Signature with seal of the Bidder)

Annexure-III
(To be printed on the letterhead of the bidder)

BID DECLARATION FORM

Date: _____

To,
The Registrar
IASST,
Guwahati-35

I/We M/s.....(name)
submitted the bid against the NIT no (.....)
towards providing Security Service at IASST, Guwahati, declare that, if we withdraw or
modify our bids either during the period of validity of the bid or failure to execute the
contract on the award of the contract, we understand and agree that, our firm will be debarred
for the period of one year for further bidding of any tender of your Institute. Further, we agree
that your Institute is at liberty to intimate this debarment to all departments/organizations of
government and governmental organizations.

Yours Faithfully,

Date:

(Signature with seal of the Bidder)

Place:

Annexure-IV

TENDER/CONDITIONS ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date: _____

To
The Registrar
IASST,
Guwahati – 35

Subject: Acceptance of Terms & Conditions of Tender

Tender Reference No: IASST Advt. No. 406 dated 03/03/2023

Job: Providing Security Service to IASST

Dear Sir,

1. I/We have downloaded the tender document(s) for the above-mentioned 'Tender/Work' from the IASST website- <https://iasst.gov.in> as per your advertisement, given in the above-mentioned website.
2. I/We hereby certify that I/we have read entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/we shall abide hereby the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your organization too has also been taken into consideration while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s)/corrigendum(s) in its totality/entirely.
5. In case any provisions of this tender are found violated, your organization shall be at liberty to reject this tender/bid, including the forfeiture of the full said earnest money deposit absolutely, and we shall not have any claim/right against the organization in satisfaction of this condition.

Yours Faithfully,

Date:

(Signature with seal of the Bidder)

Place:

Annexure-V

CERTIFICATE OF ETHICAL PRACTICES

(This document shall be duly signed by the tenderer and attached with Technical Bid)

1. I/We assure IASST that neither I/We nor any of my /our workers will do any act/s, which is improper / illegal during the execution of the contract awarded to us.
2. Neither, I/We nor anybody on my/our behalf will indulge in any corrupt activities/practices in my/our dealing with the organization/institution.
3. I/We will have no conflict of interest in any of our work/contract at the institution.
4. We will keep the campus and its surroundings hygienic, neat & clean.

Yours Faithfully,

Date:

(Signature with seal of the Bidder)

Place:

Annexure-VI

DECLARATION-cum-UNDERTAKING

1. I/We agree that the decision of IASST in the selection of bidder will be final and binding to me/us.
2. I/We agree that we have no objection if inquiries are made about our works and experience, its related areas, and any other inquiry regarding all contracts listed by us in the bid.
3. I/We undertake to inform any change in the constitution of the firm, as and when it takes place. The continuation of the contract subsequent to such alteration will be at the sole discretion of IASST.
4. I/We have no pending court cases (i) against IASST and (ii) against our services with any organisation, on the date of submission of tender.
5. I/We are not blacklisted by Central/State Govt. Organizations/PSUs/Govt. Autonomous bodies on the date of submission of tender.
6. I/We certify that the security guards are trained and engaged as per Assam Private Security Agencies Rules, and none of the security guards was discharged from any service on the ground of criminal charges, theft & unreliability.
7. All the information and data furnished herewith are true and correct to the best of my/our knowledge & belief.

Date:

(Signature with seal of the Bidder)

Place:

Annexure-VII

**CONTACT DETAILS OF ESTABLISHMENTS, SERVICE PROVIDER THAT
HAS PREVIOUSLY PROVIDED SECURITY SERVICES-**

S. No.	Name of the Organization	Contract value per year	Name of the Manager/Officer-in-Charge & his/her Mobile/ Phone No.	Period of contract	Total contract period (in months)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

Date:

(Signature with seal of the Bidder)

Place: