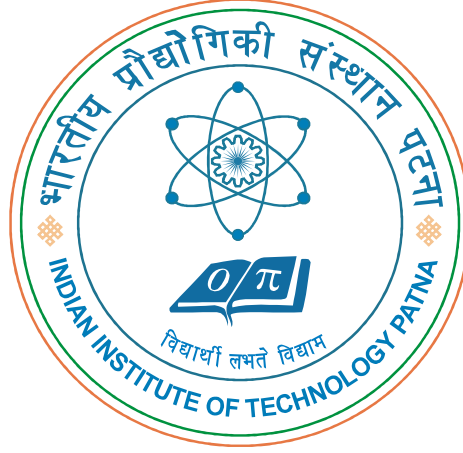


INDIAN INSTITUTE OF TECHNOLOGY PATNA

BIHTA, PATNA-801106

Contact No.06115-233002

Email - registrar@iitp.ac.in



**Tender Document for 'Providing Security Services'
at IIT Patna**

Tender Ref. No.: IITP/Admin/SS/2022/03/591 Date: - 17th May, 2022

ONLINE BIDS INVITED THROUGH: www.eprocure.gov.in

TENDER ALSO AVAILABLE ON: www.iitp.ac.in

Sl. No.	Details	Date	Time
A.	Date of Commencement of downloading of Bidding Document	17 th May 2022	11: 00 hrs.
B.	Pre-bid meeting	23 rd May 2022	11: 00 hrs.
C.	Last date of Bid Query (through CPP Portal only)	03 rd June 2022	17: 00 hrs.
D.	Last date for submission of bids	15 th June 2022	15: 00 hrs.
E.	Opening of technical bids	16 th June 2022	15: 30 hrs.
F.	Presentation by the bidders	To be announced later	
G.	Opening of financial bids	To be announced later	

TENDER NOTICE

For Providing Security Services
IIT Patna (Bihta) Patna — 801106 (Bihar)

1. The Director, Indian Institute of Technology, Patna (henceforth referred as IIT Patna) invites e-tenders under Two-Bid system from reputed security agencies, having capacity to provide security services with required number of uniformed trained guards along with necessary electronic and other surveillance equipment for maintaining the security at the IIT Patna for a period of 1 year initially, extendable up to 04 years, depending upon the performance at IIT Patna through open tendering system.
2. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.

The complete bidding process is online. Bidders should be in possession of valid digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. For any assistance for e-bidding process, if required, bidder may contact to the helpdesk at **0120-4001002, 0120-4001005 & 0120-6277787**.

3. Tenderer/Contractor/Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>'.
4. The bid without EMD/Bid Security will be summarily rejected. **There is no tender fee.**
5. The tender shall be submitted online in two part, viz., technical bid and financial bid. All the pages of bid must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

No Manual Bids shall be accepted and No correspondence will be entertained in this matter.

6. Any future clarification and/or corrigendum(s) shall be communicated on IIT Patna website: <https://www.iitp.ac.in> and <https://eprocure.gov.in/eprocure/app>. The bidders are required to regularly check the above websites to know about any/all such corrigendum(s) as only such bids, taking care of such corrigendum(s) shall be considered for finalization of the tender.
7. Bidder should necessarily enclose a covering letter mentioning a summary of applied document with proper numbering. Secondly, bid should also attach a compliance sheet as per specification mentioning that they are complying to all specification or have any variation.
8. The pre-bid conference would be held on **23rd May, 2022** at **11.00 AM** at IIT Patna Campus. All firm's representative who are attending the pre-bid meeting, shall produce an authorization letter from their firm on the firm's letter head. They are required to put their query in writing before the committee and submit the same in writing on its letter head.

Sd/-
Registrar
IIT Patna

NOTICE INVITING TENDER FOR PROVIDING SECURITY SERVICES

The Director, Indian Institute of Technology, Patna (henceforth referred as IIT Patna) invites e-tenders under Two-Bid system from reputed security agencies, having capacity to provide security services with required number of uniformed trained manpower along with necessary electronic and other surveillance equipment's for maintaining the security at the IIT Patna for a period of 3 years (01 year at a time), further extendable up to maximum of 02 years, depending upon the performance at IIT Patna through open tendering system.

File reference Number & Name of the work	IITP/Admin/SS/2022/03/591 dt: - 17 th May 2022 Providing Security Services to IIT Patna Campus Duration: Initially for 1 year initially, extendable up to 04 years depending upon the performance at IIT Patna through open tendering system.
Tender cost (in Rs.)	5 Crores (Annually)
EMD/Bid Security (in Rs.) @ 2.5 % of Tender Value	12.5 Lakhs
Performance Security	@ 3 % of the Contract Value, which should be valid for 60 days beyond the contract completion.

The tender form shall be available on IIT Patna website <https://www.iitp.ac.in> as well as CPPP website <https://eprocure.gov.in/eprocure/app> from where it can be downloaded free of cost.

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The technical bids will be opened by the Tender Committee in presence of tenderers or their authorized representatives who wish to be present on at in the Tender office Indian Institute of Technology, Patna. In case, any holiday falls on the day of opening, the tenders will be opened on the next working day at the same time.

The total number of Security personnel required will be **138** in number (number of posts are tentative) and will be recruited in phased manner. Actual number of posts operative will be informed by the Institute. It may increase or decrease as per Institute requirement. The Competent Authority of IIT Patna reserves the right to relax/amend /change any of the above parameters i.e. posts/number of posts/eligibility qualification/scope of work etc.

Description	Quantity
Security Supervisors	05
Riflemen/Gunmen with valid arms license	06
Security Guards (Male)	121
Security Guards (Female)	06

Security Vehicle & Equipment requirements:

The agency will be required to supply the following vehicles & equipment:

Description	Quantity
Vehicles SUV (Diesel) mounted with wireless radio set for communication	01
Motor Cycle	02
Wireless Repeater Station	01
Hand held walkie-talkie set	25
HHMT (Hand Held Metal Detector)	07
Search Lights	15
Under Vehicle Scanner	03

These are tentative minimum requirements giving an idea of the extent of resources and quantum of work involved and the actual requirements may increase.

Security Vehicle & Equipment		
Description	Parameters	Utilities
Vehicles SUV Vehicle mounting Wireless set	SUV Vehicles of Diesel Variant with BS-VI compliance (Should not be more than 01-year-old) <i>(# Fuel will be provided by the Institute)</i> Mounted with flash light, wireless radio set for communication, siren & security insignia as per the institute requirements. Working range of wireless radio set has to be minimum 05 Km aerial distance	For round the clock patrolling & surveillance of the campus
Motor Cycle	Motor Cycle Should have 120 CC or more with BS-VI compliance & Should not be more than 01-year-old Mounted with siren & Security insignia as per the institute requirements <i>(# Fuel will be provided by the Institute)</i>	For round the clock patrolling & surveillance of the campus
Wireless Repeater Station	# Wireless Repeater Station # Should have necessary license to operate. # Working range minimum 05 Km aerial distance	Monitoring of communication at control room and enhancement of frequency range of Walkie Talky
HHMT (Hand Held Metal Detector)	Rechargeable battery operated	HHMT (Hand Held Metal Detector) will be used to check the hand bags & scanning of laborers
Commando Search Lights	Should have flash range of minimum 100 meters	To be used by night guards & patrolling team
Under Vehicle Scanner	Trolley type	Under Vehicle Scanner will be used at the entrance gates of

The Agency shall ensure that the engaged manpower, vehicle and equipment are as per the description mentioned in the tender documents. The agency has not only to perform within its requisite scope of work but also ensure maintenance, upkeep & safety of the Complex, Stores, Furniture etc. as well as harmonious and cordial relationships with the employees, visitors, guests or any other persons within the complex / premises. The Agency will be held responsible for any illegal action by the deployed personnel.

Their deployment will be in general shift or round the clock in 3 shifts at IIT Patna. The Agency will provide to all deployed personnel Uniforms, Name Badges and Identity Cards. The Agency will also ensure that engaged manpower should maintain vigil and remain alert on respective official performances. The requirement of manpower in above defined categories or in additional categories may increase or decrease.

Eligibility Criteria:

The Bidder need to fulfil the following minimum eligibility criteria: -

1. The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, who possess the required licenses, registrations etc. as per law.
2. The Bidder should have at least 3 years experience of providing similar Security services to Central/State Govt. /PSUs/Autonomous bodies/ Govt. Educational Institutes last three years (i.e. 2019-20, 2020-21 and 2021-22). **(The bidder has to submit the work completion certificate. In case of ongoing contract, certificate to this effect may be submitted).**
3. The Bidder should have an average Annual Turnover of at least Rs. 30 Crores for the preceding three (03) financial years (2018-19, 2019-20 and 2020-21)
4. Average security personnel deployed by the bidder in the last three years (from April 2019 to Mar 2022) should not be less than 200. Deployment should be on respective single work order.
5. The bidder should have experience of completion of similar works in the last three financial years (2019-20, 2020-21 and 2021-22) in a single Central/State Govt. /PSUs/Autonomous bodies/Govt. Educational Institutes as per following criteria:
 - I. One similar work of value not less than Rs. 05 Crore.
Or,
 - II. Two similar works each of value not less than Rs. 03 Crore.
Or,
 - III. Three similar works each of value not less than Rs. 02 Crore.

Note:

- a. *Work referred above should be in the name of a firm as a single entity and not aggregates of joint venture firms/associates or cartels.*
- b. *Completed work shall mean work under one contract with extension/s during the period April 2019 to March 2022.*
- c. *Similar nature of work shall mean providing security, surveillance and maintaining discipline and separation of threats against Assets only.*
- d. *The contracts associated with Housekeeping, Facility Management, Sanitary etc. which are not*

connected with the security and surveillance will be outside the scope of the work.

6. Bidder has to attach audited balance sheets and profit and loss account statements. Details of annual turnover should also be duly certified by the statutory auditor. (Amount Exclusive of GST will be considered for evaluation) Details of annual turnover and the Ratio of profit after tax to Turnover should also be furnished as per format given in this tender (**Annexure - VII**), duly certified by a practicing CA.
7. The bidder should be licensed as a Service Provider under the Contract Labour (Regulation & Abolition) Act, 1970 for any Security contract. Documentary evidence in respect of above should be submitted along with the bid.

OR,

The bidder must furnish an undertaking in the bid that the bidder shall apply, within 30 days from the date of award of Contract, to the appropriate Labour authority for Labour License to provide the Services and obtain a License within a reasonable time and submit a copy of the same to IIT Patna.

8. The Bidder should preferably have an independent office set up in Patna to facilitate round the clock contact throughout the entire duration of the contract prior to date of publication of the tender. Bidder must indicate complete details of office facilities available at Patna) in the techno- commercial bid (Copy of the rent agreement and shop and establishment license valid as on date of floating of the tender to be shared in the technical bid).
9. The bidder should essentially have valid License under, Private Security Agency (Regulation) Rules, 2005 issued by the controlling authority under Government of Bihar as on date of Publication of this tender. Those agencies who have applied for issue of new licenses on or after date of publication of this tender will not be considered.
10. The bidder must essentially have its own Security Training Academy or tie-up with a recognized Security training Academy duly approved by the statutory body for providing refresher security training to contact security guards/supervisors during the contract as per the requirement of PSARA as on date of publication of this tender.
11. The bidder must not have incurred loss in any of the three financial years 2018-19, 2019-20 & 2020-21. Necessary certificate duly certified from the Statutory Auditor to be enclosed.
12. The net worth of the company as on 31st March 2021 should be positive. Necessary certificate duly certified from the Statutory Auditor to be enclosed.
13. The average of the ratio of Profit after tax (PAT) to the turnover of the bidder for the last three financial years (2018-19, 2019-20 and 2020-21) should not be less than 1.5%.
14. Bidder must not have been debarred/ blacklisted currently by any of the Central/State Departments /Institutions/Local Bodies/Municipalities/ PSU /Public Sector Banks/Public Limited Company/ Educational Institutions/Autonomous bodies. An affidavit on Rs 100/- Non-Judicial stamp paper duly notarized shall be enclosed with the technical bid to that effect.
15. An affidavit duly certified by a notary that there are no ongoing criminal case/vigilance enquiry/labour disputes against the Firm/ Partners/Proprietor/Society /Director of the company and he /she is not

serving punishment by any Hon'ble court of law.

16. The bidder should be registered with the following Government Bodies/Institutions and should have –

- i. Pan Card Number under the Income Tax Act
- ii. EPFO Registration Certificate
- iii. ESIC Registration Certificate
- iv. GSTN Registration Certificate of the State of Bihar.
- v. Registered under Shops & Establishments Act.
- vi. Valid ISO certification for quality service before the date of NIT. Bidder must submit duly certified valid copies of ISO 9001:2015
- vii. The Private Security Agencies (Regulation) Act (PSARA) 2005

SCOPE OF WORK

The service provider shall have to provide a zero tolerance and comprehensive security services for the IIT Patna. The service provider shall ensure protection to the personnel and property of the IIT Patna and its inhabitant, prevent trespass in the assigned area/s with/without arms, perform watch and ward functions including night patrol on the various points and prevent the entry of stray animals (dogs, monkeys, cattle and pigs etc.) anti-social elements, unauthorized persons and vehicles into the campus and buildings of the Institute.

The service provider will need to deploy round the clock Security Supervisors / Security personnel with and without arms, Fire officers, Lady Guards at IIT Patna campus. The security personnel shall be deployed round the clock in 3 shifts at the IIT Patna campus for safeguard of the premises. Actual number of Personnel to be deployed in each shift will be discussed and decided accordingly and revised as and when required by the Institute Administration under consultation with Agency Representative.

The agency shall ensure that the security personnel deputed are healthy and not more than 55 years of age. The agency will get their antecedents, character and conduct verified and submits to the institute complete records of such verification reports.

Duties and Responsibilities of Contractual Security Staff: -

Security Supervisor

- a. The Security Supervisor of the shift shall be responsible for overall security arrangements of the campus. The supervisor will have a day-to-day interaction with Security Officer/ Nodal Officer to give a feedback on the service rendered and for taking further action as and when needed.
- b. Security Supervisor will ensure that the instructions of IIT Patna Management (conveyed through authorized personnel) are strictly complied with without any lapse and delay.
- c. No outsiders are allowed to enter in the campus/building without proper pass issued by the authorized officer of the Institute /concerned building/department.
- d. Security Supervisor should ensure that no item equipment/engineering material are allowed to be taken out of the buildings 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. The specimen signatures and telephone numbers of the above stated officers will be available with the Security Control Room.
- e. Security Supervisor should ensure that all Security Guards should be deployed as per duty roster and the same will be monitored personally by the Security Supervisor from time to time and he will be responsible for its optimum utilization with the consultation with Security Officer/Officer authorized for this purpose.
- f. Security Supervisor will also take round of all important and sensitive points of the campus/building/area as specified by the authorized officers/officer in charge of the building.
- g. Security Supervisor will monitor all electronic and other security surveillance system and ensure their proper use worthiness and if any equipment needs maintenance. He shall inform the company managers as well as Security Officer of the Institute. The maintenance related to Institute security equipment should be informed to the Security Officer/ In charge of the building.

- h. Security Supervisor will ensure that security guard will take care of all equipment installed in the building, they are switched off when not in use, supervise optimum use of electricity/water and electronic equipment.
- i. Security Supervisor will ensure that the building/area under his charge has to be manned and maintained from all animal, pets i.e. (stray dogs/monkey/cattle or any other animals etc.) and no stray animal should roam in the area.
- j. Security Supervisor will ensure that security guard on patrolling duty should take care of the water taps, valves water hydrant etc. installed in the open all over the premises and other moveable items left installed therein
- k. Security Supervisor will ensure that flower plants, trees and grassy lawns are not damaged either by the residents or by outsider.
- l. Security Supervisor should impart training to the security guards to extinguish fire with the help of fire extinguisher cylinder and other firefighting material available on the spot along with the fire staff. He will also ensure that security guards will also assist the firefighting staff in extinguishing the fire and also help the fire staff in case of any emergencies.
- m. He must ensure that in emergency situation security staff deployed in his area shall also participate as per their role defined in the disaster plan.
- n. He ensures that Security Guards supervised by him are required to display courteous behavior all the time especially towards women students/employees and visitors to the Institute.
- o. Security Supervisor shall ensure that Security Guards working under him shall not leave the premises before their respective reliever reports for duty.
- p. Security Supervisor will brief/instruct all the guards before deploying on duty daily about their duties and responsibilities to security guards under him and any other instructions issued by the security department from time to time.
- q. Any other provision as advised by the Security Officer/Assistant Security Officer, shall be binding on the supervisor.
- r. Security Supervisor will ensure security entry/exit should be open and close as per the directions of the Security Officer of the institute and should be properly manned.
- s. He shall be required to perform any other duty assigned by the Security Officer from time to time for smooth/efficient functioning of the Security Services.

Security Guards

- a. Security guard shall make sure that no vehicle will be allowed to be parked in **NO PARKING** area under his assigned area of duty.
- b. The Security Guard shall act as **SANTRI** and keep the area clear under his surveillance all the time from any unwanted persons. In case he observes anything dubious/suspicious, he will inform to his supervisor and Security Control Room promptly.
- c. The Guard at the entry and exit points will check the identity of the persons entering and also check his bag etc. for any explosives/objectionable and also will make sure that the movement of visitors is smooth and will also guide the visitors to the places, if the need arises. He will make sure that the property of IIT Patna shall not be taken out without proper gate pass.
- d. The Security Guard will always be polite with the visitors, students, employees etc.
- e. The Security Guard deployed will make sure that no property of institute shall be removed/broken by any person without proper authority. If he observes any such incident, he will report this immediately to the in-charge of that area, Security Supervisor and Security Control Room.
- f. He will make sure that after closing the department all the lights, fans, air conditioners and coolers shall be switched off.
- g. The Patrolling Guards will make sure that all the corridor lights and other lights outside the building shall be switched off after sunrise & switched on after sunset.
- h. He will ensure the safety & security of keys in his charge.
- i. He will remain smartly dressed and alert during his duty.
- j. He will report 30 minutes before for duty and will do proper handing and taking over with the outgoing guard.
- k. He will make sure that no water tap keeps on running in his assigned area of duty.
- l. Wherever any register for entry of visitors is kept, he will make entry and exit of all the visitors in that register.
- m. No Guard will leave his duty post until properly relieved by the incoming guard. In case the Guard has not come for duty, he will report the matter to Security Control Room & Security Supervisor.
- n. He will make sure that all the electronic/electric equipment remained functional under his charge. And will report any failure to Security Control Room & Security Supervisor immediately.
- o. He will not allow any person to smoke in his area in addition to maintaining silence.
- p. In case of fire, he will inform Fire Control Room, Security Control Room on Phone and will try to extinguish the fire with the help of people around him.
- q. At entry/exit gates of the campus, he will record the movements of students through QR code scanner provided for the purpose.

Gunman

- a. He shall normally work in shift and perform his duty at his assigned area. However, he may also be assigned escort duty outside the campus as per requirement.
- b. He shall report 30 minutes before for duty and will do proper handing and taking over with the outgoing Gunman.
- c. No Gunman will leave his duty post until properly relieved by the incoming gunman. In case the gunman has not come for duty, he will report the matter to Security Control Room & Security Supervisor.
- d. He shall act as SANTRI and keep the area clear under his surveillance all the time from any unwanted persons. In case he observes anything dubious/suspicious, he will inform to his supervisor and Security Control Room promptly.
- e. He shall also assist the Security Guards in smooth discharging of their duties.
- f. He will make sure that no property of institute shall be removed/broken by any person without proper authority. If he observes any such incident, he will report this immediately to In-charge of that area, Security Supervisor and Security Control Room.
- g. He will make sure that the property of IIT Patna shall not be taken out without proper gate pass.
- h. He will make sure that the gun under his charge remains functional and sufficient bullets are always available with him during duty hours.
- i. He shall always be polite with the visitors, student, employees etc.
- j. He shall participate in all parade, drills, practices and training programme as detailed by Security Officer.
- k. He shall keep himself familiar with the topography of the Institute.
- l. He shall not allow any person to smoke in his area.
- m. All the Gunmen should take their tea, meals, etc. at their respected duty post
- n. In case of any uncontrolled situation, he will inform Security Control Room on Phone and will try to control the situation with the help of other security personnel around him.

Information and Conditions relating to Submission of Bids

- a. The Work shall be executed as per the scope of work defined in this document.
- b. The duration of the contract shall be for a period of 01 year initially extendable upto of 04 years, depending upon the performance at IIT Patna through open tendering system.
- c. The complete bidding process in online bidding, Bidder should be possession of valid digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.
- d. Quotations/Bid should be valid for 180 days from the tender due date i.e. tender opening date.
- e. IIT Patna reserves the rights to accept/reject any bid in full or in part or accept any bid other than the lowest bid without assigning any reason thereof. Any bid containing incorrect and incomplete information shall be liable for rejection.
- f. The Tender/Bid will be opened online at website <https://eprocure.gov.in/eprocure/app> Administrative office at IIT Patna Premises at the time of bid opening.
- g. Only those financial bids will be opened whose technical bids are found suitable by the expert committee appointed for the concerned services.
- h. No separate information shall be given to individual bidders.
- i. Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership, etc. should be provided.
- j. In the case of partnership firm, the bidder, to qualify for award of contract, shall submit a power of attorney authorizing the signatories of the bid to commit each member of the partnership. A copy of

partnership duly registered may be enclosed.

- k. Memorandum of understanding/partnership deed shall be provided in case the bidder is a partnership firm.
- l. One of the members of the partnership firm, to be nominated as in charge and this authorization shall be covered in the power of Attorney signed by the legally authorized signatories of all members of partnership firm. Managing Director can authorize any person/authorized signatory.
- m. The competent authority reserves all rights to reject the service if the same are not found in accordance with the required description / quality.
- n. The Institute reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
- o. The bidder whose bid is accepted will be notified of the award of contract by the Institute prior to expiration of the bid validity period. The terms of the accepted bid shall be incorporated in the work order.

Earnest Money Deposit

- a) The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **Rs.12.5 Lakhs/-** (Rupees Twelve Lakhs Fifty Thousand only) by way of Insurance Deposit Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt. The demand drafts or Bank Guarantee or FDR shall be drawn in favour of "Indian Institute of Technology, Patna" payable at Patna. The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee/ Security Deposit and for unsuccessful bidder(s) it would be returned after award of the contract. The demand drafts or Bank Guarantee for EMD must deliver to IIT Patna on or before last date/time of Bid Submission
- b) The bidder shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with stipulation made herein or back out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
- c) No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the IIT Patna in respect of any previous supply will be entertained. Tenderer shall not be permitted to withdraw his bid or modify the terms and conditions thereof. In No claim shall lie against the IIT Patna in respect of erosion in the value or interest on the amount of EMD.
- d) The earnest money will be returned/refunded to the unsuccessful tenderers after the tender is decided.
- e) The Firm who are registered with National Small Industries Corporation (NSIC) / Or Small-Scale Industries (SSI)/ Or SME are exempted to submit the EMD (Copy of registration must be provide along with technical bid).
- f) Tenders without Earnest Money or Tender cost will be summarily rejected unless they are registered with National Small Industries Corporation (NSIC) / Or Small-Scale Industries (SSI)/ Or MSME are exempted to submit the EMD.
- g) The EMD, in case of unsuccessful Bidders shall be retained by IIT Patna till the finalization of the tender. No interest will be payable by IIT Patna on the EMD.
- h) EMD should remain valid for a period of 180 days beyond the final bid validity period. When the tenderer agrees to extend the validity of bid, he shall also extend the validity of EMD suitably.
- i) The EMD of the successful bidder will be returned to them without any interest after the submission of Security deposit/PSD.

Performance Security Deposit: -

- a. Successful bidder/firm should submit performance security as prescribed in favor of "IIT Patna" through any Schedule Bank with a clause to enforce the same on their local branch at Patna and to be received in the Registrar Office, IIT Patna, Bihta Bihar 801106 before the date of commencement of services or 30 days from the date of acceptance of the work order, whichever is earlier. The performance security deposit to be furnished in the form of DD/FDR/BG/ Insurance Deposit Surety Bonds as per given Proforma of the tender documents, for an amount covering 3 % of the contract value.
- b. Extension of time for submission of PG beyond 30 days and upto 60 days before the date of commencement of services or from the date of acceptance of the purchase order, whichever is earlier may be given by the competent authority however a penal interest of 15% per annum shall be charged for the delay beyond 30 days i.e. 31st day. In case, the contractor fails to submit the requisite PG even after 60 days the contract shall be terminated duly forfeiting the EMD and other dues if any payable against the contract. The failed contractor shall be debarred from participating in re-tender (if any) for that item. Performance Guarantee Bond is mandatory.
- c. Validity of the performance security shall be for a period of 60 days beyond of entire contract period from the date of issue of work order.
- d. IIT Patna reserves the right to accept or reject any or all tenders/quotations without assigning any reason there of and also does not bind itself to accept the lowest quotation or any tender.
- e. The bids shall be valid for a period of 180 days from the date of opening of the tender and no request for any variation in quoted rates and / withdrawal of tender on any ground by successful bidder(s) shall be entertained. This has to be so specified by the tenderer in the commercial bid which may be extended, if required.
- f. IIT Patna reserves the right to accept or reject any or all bids without assigning any reasons. IIT Patna also reserves the right to reject any bid which in his opinion is non- responsive/not- viable or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process. Canvassing in any form is strictly prohibited and the tenderers who are found of canvassing in any form are liable to have their tenders rejected out-rightly.
- g. The tenderer will be bound by the details furnished by it to this Institute, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract and forfeiture of the performance security.
- h. Bidder is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the price quoted will not include any such amount. If IIT Patna subsequently finds any such evidence to the contrary, it reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the bidder null and void.

- i. Canvassing or offer of an advantage or any other inducement by any person with a view to influence acceptance of a bid will be an offence under Laws of India. Such action shall result in the rejection of the bid, in addition to other punitive measures as per relevant Rules.

One Bid per Bidder: -

Each bidder shall submit only one tender either by himself or as a partner in firm. If a bidder or if any of the partners in a firm participate in more than one bid, such bid or bids are liable to be rejected.

Cost of Bid: -

The bidder shall bear all costs associated with the preparation, methodology study and submission of his bid and the Institute in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

Visit to the institute: -

The bidder is required to provide security services to the Institute as per scope of work and is advised to visit and acquaint themselves with the operational system. The costs of such visit and survey shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the work site and is aware of the operational conditions prior to the submission of the tender documents.

1. The bidder is expected to examine all instructions, Forms, terms and conditions in the tender document. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of his bid.
2. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the tender document.

Clarification of tender document/Pre-Bids Meeting: -

- a. The bidder shall furnish and index of all documents enclosed with the bid and shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall inform the office of the Registrar IIT Patna before submitting his/her bid.
- b. In case the bidder has any doubt about the meaning of anything contained in the tender document, he shall seek clarification during the PRE-BID MEETING on the designated date and time as per Notice inviting tender. Any such clarification if agreed to by IIT Patna would be issued as addendum/corrigendum to the tender document on the online portal only and issued bid document shall stand corrected/detailed to that extent.
- c. Except for any such written clarification by IIT Patna, which is expressly stated to be an addendum/corrigendum to the tender document issued by the office of the Registrar IIT Patna no written or oral communication, presentation or explanation by any other employee of the department shall be taken to bind or fetter IIT Patna under the contract.

- d. Language: - Bids and all accompanying documents shall be in English or in Hindi. In case any accompanying document is in other language, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

Format and signing of bid: -

- a. The bidder shall submit one copy of the tender document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.
- b. The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.
- c. The bid shall contain no alterations, omission or additions except those to comply with instructions issued by the department, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.

Tolerance Clause: -

Due to needs of IIT Patna the number of manpower may increase or decrease usually by 25% during the currency of the tender.

Other Terms and Conditions: -

- a. The Work shall be executed as per the scope of work defined in this document. The duration of the contract shall be for a period of 01 year initially, extendable up to 04 years, depending upon the performance at IIT Patna through open tendering system.
- b. The period of the contract may be extended for mutually agreed period after the successful / satisfactory completion of initial contract & based on the guards' requirement at that time or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of the manpower deployed by the selected Company / Firm /Agency or otherwise at the discretion of the IIT Patna.
- c. The Service provider shall be responsible for the safety and security of all residents, property and equipment's of IIT Patna.
- d. The staff engaged by the service provider shall be available at all the time as per their duty roster and shall provide a copy of the same to the Security Officer of the institute and they shall not leave their place of deployment during duty hours on any pretext without the prior permission of the Security Officer / authorized officer at the respective area of the "IIT Patna". Round the clock supervision must be provide to ensure correct performance of the said security services in accordance with the prevailing assignment / instructions agreed upon between the two parties.
- e. The service provider shall be responsible to provide immediate replacement of any staff that is

not available for duty at the place of posting.

- f. As per guidelines of the Hon'ble Supreme Court of India, no person will be allowed smoking in public place by the workers of the service provider. The service provider will be responsible, if any, workers provided by him are found smoking in the Institute and he will be penalized in accordance with the rules.

Penal Provisions:

- a) In case the service provider fails to commence the work as stipulated in the agreement, the IIT Patna reserves the right to impose and recover penalty as detailed below: - 2% (two percent) of cost of order/agreement per week up to four weeks delays in commencement of the work. After four weeks' delay, the IIT Patna may cancel the agreement and get this job carried out preferably from any other agency from the open market/ other bidder. The difference in cost, if any, will be recovered from the defaulting service provider as damages and he shall also be black listed/debarred for a period of two years from participating in such types of tenders and his security deposit shall also be forfeited, if so warranted.
- b) In case any contractor's personnel(s) deployed under the contract is (are) absent, suitable replacement has to be provided immediately, otherwise, a penalty of Rs 500/- per guard / supervisor absent on that particular day shall be deducted by the IIT Patna from the service provider's bills.
- c) In case any of service provider's personnel deployed under the contract fails to report in time and service provider is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned above shall be imposed.
- d) The personnel engaged by the service provider should turn out dressed in neat and clean uniform (including proper name badges) and polished leather shoes, failing which the agency shall invite a penalty of Rs 500/- on each occasions and habitual offenders in this regard shall have to be removed from work at the IIT Patna. The penalty on this account shall be deducted from the service provider's bills.
- e) In case any public complaint is received attributable to misconduct / misbehavior / drunken state of service provider's personnel and as verified by the competent authority, a penalty of Rs 500/- for each such incident shall be levied and the same shall be deducted from service provider's bill. Further, the concerned guilty person shall be withdrawn by the service provider. Besides legal action as required under relevant rules / acts be also initiated against the guilty persons by the service provider.
- f) There shall be eight hours shift duty in general (06.00 hrs. to 14.00 hrs., 14.00 hrs. to 22.00 hrs. and 22.00 hrs. to 06.00 hrs.). However, the timings of the shift are changeable as per need of IIT Patna. Prolongation of the duty hours (more than 8 hours at a stretch) shall not be permitted except exigencies of service that too as per the instructions of the Institute. Any such instances shall invite punitive financial penalty by IIT Patna.
- g) The competent authority for imposing the penalty shall be the Director, IIT Patna.

- h) Notwithstanding anything contained under this contract, the institute reserves the right to take immediate corrective action in case of serious / repeated continuous breach of any term of contract by the service provider in addition to imposing any penalty including termination of its services on immediate notice at the risk and cost of the service provider. The institute may exercise this right as per its sole discretion if the situation demands after giving an opportunity of being heard to the service provider.
- i) Patrolling Vehicle / Motorcycle out of order for more than 1 day will attract a penalty of Rs. 1000/- per day.
- j) Unserviceability of Security Equipment enlisted above for more than 1 day will attract a penalty of Rs. 1000/- per day.

Statutory compliances: -

- a. The service provide shall comply with all the relevant laws and statutory requirements covered under various Labour Acts, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, 1970, EPF, ESI, etc. with regard to the personnel engaged by him for Security Services.
- b. The service provider shall issue EPF pass book & ESI Card within 60 days of the award of work to every worker an shall supply the Code Number allotted by the local ESI/EPF authorities. In case of violation a penalty of Rs 500/- per day shall be imposed. The service provider shall also submit regular EPF numbers of its employees before the submission of first bill for reimbursement.
- c. The service provider shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The service provider shall submit copies of acknowledgements evidencing filling of returns every year and shall keep the employer fully indemnified against liability of any tax, interest, penalty etc. of the service provider in respect thereof, which may arise.
- d. The service provider shall be liable and responsible to provide all applicable benefits viz. Provident Fund, ESI, etc. to the staff engaged by him together with all related legal compliance.
- e. Any other benefit that may accrue by Ministry of Labour and Employment or any other law enacted by the Govt. of India and accepted by the Government of Bihar to the worker shall be paid by the service provider.
- f. The institute reserves the right to get changed the security personnel who is considered to be undesirable or who are not fulfilling the condition as per the eligibility specified in the tender document.
- g. IIT Patna will communicate the changes in the number of security personnel to the service provider whenever required and the service provider will appoint/remove the security personnel as per the eligibility specified in the tender document.
- h. The service provider shall not engage any sub-contractor or transfer the contract to any other person in any manner.
- i. The personnel on duty have to report at least 30 minutes in advance from time to commencement of

the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by the IIT Patna. There shall be a Central Control Room manned jointly with Security Officer of IIT Patna & Security Agency personnel.

- j. The antecedents of staff deployed shall be got verified by the service provider from local police authority within two months of deployment. However, an undertaking of having applied for police verification to be submitted to the IIT Patna before deployment.
- k. The service provider will maintain a register on which day to day deployment of personnel will be entered. The daily attendance shall be countersigned by the authorized official of the IIT Patna. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be certified by the authorized officials. The service provider has to give an undertaking (on the given format), duly countersigned by the authorized concerned official of the IIT Patna, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.
- l. Service provider and its staff shall take proper and reasonable precautions to prevent any loss, destruction, waste or misuse of the areas for which the responsibility has been given to them by the IIT Patna and shall not knowingly lend to any person or company any of the effects of the IIT Patna under its control.
- m. The security staff engaged by the service provider shall under no circumstances accept any gratitude or reward in any shape that can be termed bribe / tips.
- n. The personnel engaged have to be polite, courteous, disciplined and firm in dealing with staff & public. In case of failure to maintain such standard the IIT Patna has a right to remove the personnel and take punitive action against the service provider. The service provider shall have to arrange suitable replacement in all such cases.
- o. In order to maintain smartness and impressive appearance, the service provider has to provide two complete set of all-weather uniform and one complete set of PT uniform to his employees every year. The Seasonal items i.e. Raincoat, Winter Jackets/Jersey etc. have to be provided one month prior to the commencement of season. Certificate of issuance of uniform to security personnel is to be provided to IIT Patna by the service provider. **Failing to do so will attract penalty of Rs. 500/- per person.**

Procedure for release of payment: -

- a. The service provider shall pay wages to its workers/workmen latest by 7th of the respective month. A monthly pay slip containing complete breakups for all statutory and other permissible deductions has to be provided to all workmen by the service provider.
- b. The service provider shall submit the bill with the General Administration for re-imburement by 7th of every month. The bill has to be accompanied by exact data on personnel deployed and other deployments which have to be certified by the Security Officer/ representative of IIT Patna on a daily basis. The service provider shall disburse the wages to its staff deployed in the Institute every month through ECS. The service provider shall ensure that all staff deployed has valid bank account and the same is to be communicated to the General Administrative Office.

- c. The Institute will make the payment to the agency preferably within 15 days of receipt of Bill.
- d. After 2nd month the claim for re-imbusement of bill must be supported by proof of service provider having deposited EPF contribution in code no. provided by IIT Patna and ESI and GST relevant to the proceedings of the workers deployed by the service provided together with details of such workers in the Proforma prescribed under EPF/ESI Scheme 1952 & EPF/ESI and miscellaneous Provisions Act 1952 in respect of whom the remittances have been made. In the absence of the details, the claim shall be considered incomplete and twenty 20% (twenty percent) of the monthly amount payable under this contract shall withheld till the compliance of the stipulations given herein.
- e. The payment will be released after the deduction of any penalty that may be imposed by the Competent Authority as per contract agreement.
- f. The Income Tax or any other statutory levy/tax as applicable will be payable by service provider and shall be deducted at source as per law.
- g. The IIT Patna will proportionately enhance the amount payable for the service contract on the enhancement of minimum wages by the Ministry of Labor or any other law enacted by the Govt. of India and accepted by the Government of Bihar whichever is higher under the Minimum Wages Act, 1948. The enhancement to be paid to the deployed security personnel will be proportionate to the increase in rates by the competent authority i.e., Ministry of Labor or any other law enacted by the Govt. of India and accepted by the Government of Bihar whichever is higher for the elements of wages.
- h. 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 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 "IIT Patna" 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 "IIT Patna" from the service provider along with 15% (fifteen percent) of such amount as administrative / departmental charges.
- i. If any money, as the result of any instructions from the Labour Authorities or claim or application made under any of the Labour Laws, or Regulation, be directed to be paid by the "IIT Patna", such money shall be deemed to be payable by the service provider to the "Institute" within seven days. The Institute shall be entitled to recover the amount from the Service Provider by deduction from money due to the service provider or from Performance Bank Guarantee along with 15% (fifteen percent) administrative / departmental charges.
- j. In case of any delay in payment to the security staff and arbitrary deductions from their emoluments, the penalty, as under may be imposed upon the service provider.
 - a. 1st instance – 25% of service charge
 - b. 2nd instance – 50% of service charges
 - c. 3rd instance and onwards – Termination of contract on immediate notice. Nonpayment of penalty will entail forfeit of security deposit.

Mandatory compliances: -

- 1. The security service provider should get medical check-up of its deployed staff at the time of initial appointment and subsequent every one year to ensure their fitness for the job assigned preferably by

ESI Hospital / Dispensary. IIT Patna will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.

2. In the event of any loss, damage, criminal activity or negligence that occurs in the area under the protection of the security agency, the service provider shall be liable to pay compensation for both the financial loss and associated punitive damages that may be imposed on him by a committee constituted by the Director, IIT Patna after necessary police information and enquiry.
3. "NOTICE TO PROCEED" means the notice issued by the "Institute" to the service provider communicating the date from which the work / services under the contract are to be commenced.
4. Any liabilities 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 compensation / damage / expenses / fines/ depth of personnel while on duty. The concerned service provider personnel shall attend the court as and when required.
5. If the service provider is a partnership of two or more persons, all such persons shall be jointly and severally liable to the "IIT Patna" for the fulfillment of the terms of the contract. Such persons shall authorize one of them through a registered power of attorney with authority to sign on behalf of the partnership shall not be altered without the approval of the "Institute".
6. The service provider shall do and perform all such security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the IIT Patna may issue from time to time and which have been mutually agreed upon between the two.
7. During the course of contract, if any of service provider's personnel are found to be indulging in corrupt practices or causing any loss to the "IIT", Patna, the service provider shall terminate the worker from duty immediately and shall also be responsible for any loss to the Institute.
8. The service provider shall indemnify and hold the "IIT Patna" protected / safe 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 or the breach of any term of this contract by the service provider.
9. The bidder must be registered with the Labour Department under Contract Labour (R&A) Act 1970 in addition to other statutory applicable registration.
10. The training as per Private Security Agencies (Regulation) Act, 2005 of the security staff deployed at the IIT Patna shall be the responsibility of the service provider. The quality of training received by these personnel may be evaluated by IIT Patna from time to time.
11. The service provider shall not hire personnel with dubious / criminal records and shall submit police verification of each worker to the security officer.
12. 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.

13. IIT Patna shall not be responsible for providing residential accommodation to any of the personnel of the service provider. However, unfurnished temporary structures are available for guard barrack. Same may be allotted to the security personnel after required maintenance. The cost of maintenance will be borne by the agency.
14. IIT Patna neither have any intention to have nor recognizes any employee and employer relationship with any of the workers of the service provider. The contract worker is the employee of the service provider and can in no way claim any right for regularization of service with the Institute.
15. If as a result of "post payment audit" any overpayment is detected in respect of any work done by the agency or alleged to have been done by the agency under the tender, the service provider shall immediately refund the same to the IIT Patna on receipt of notice there to or it shall be recovered from the service provider along with costs incurred.
16. 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 the "IIT Patna.
17. The IIT Patna will give basic inputs for and familiarize the security and door keeping services required to be carried out by the personnel to be deployed by the service provider for its staff for 2 to 3 days and this period shall not be counted as shift manned by service provider's personnel for the purpose of payment under the contract.
18. Uniforms: -Summer uniform with all accessories, winter uniform with all accessories and PT uniform with all accessories. Ceremonial uniform to be provided as and when required to meet the occasion.
19. The firm has to essentially supply all the safety gears/torch gadgets/wearables such as mask, helmet, gloves etc. ensuring the safety of deployed personnel.
20. The service provider shall ensure the confidentiality of the business process of IIT Patna, including Financial, Administrative and any other such matters. These shall not be divulged / leaked / made public to any party. In such instance's punitive damages as desired by the IIT Patna, authorities appointed by the Director shall be levied. This clause does not imply to matters already in public domain.
21. Any liability arising out of any litigation (including those in consumer courts) due to any act of service provider's personnel shall be directly born by the service provider including all expenses / fines. The concerned service provider's personnel shall attend the court as and when required as per law.
22. The Service provider before deployment of personnel should get approval from authorized authority of IIT Patna after providing
 - ❖ Curriculum vitae with birth certificate.
 - ❖ Aadhar Card.
 - ❖ Educational certificate.
 - ❖ Two passport photographs.
 - ❖ Residential proof.
 - ❖ Discharge certificate in case of ex-servicemen.
 - ❖ Police Verification/undertaking

- ❖ Health Certificate/ Physical fitness certificate
- ❖ Experience Certificate (as per tender clause wherever applicable)
- ❖ Arms License (for gunman)

Above documents should be submitted at least three days prior to deployment of security personnel. Physical verification of the documents would be done by a duly constituted committee before deployment.

23. The service provider shall have his own establishment / setup / mechanism, at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
24. The service providing agency shall not employ any person below the age of 21 years and above the age of 55 years as illustrated in Pt. No. 27. Manpower so engaged shall be trained as per Private Security Agencies (Regulation) Act, 2005 for providing security services. Basic knowledge of firefighting services also should be imparted to the incumbent before joining.
25. Physical standards for civil guards (other than ex-servicemen / Ex-policemen / ex-paramilitary personnel) shall be height minimum 167 CM chest 80 cm, provided that for residents of hill areas height may not be less than 162 CM and chest 76 cm with an expansion of 5 CM. For female guards the minimum height should be 150 cm. Security staff other than ex-servicemen shall be minimum matriculate.
26. Security supervisor shall be preferably of Ex-JCOs or equivalent to Police / Paramilitary force or with 5 years' experience as security supervisor in a reputed organization.
27. The contracting agency shall employ preferably at least 15% manpower from the category of ex-servicemen not above the age of 50 years for security guards and 55 for supervisor / gunman. The service provider shall provide honorable discharge proof ex-servicemen and IIT Patna shall get it verified on its own. However, no extra remuneration shall be payable for the said deployment by IIT Patna. Bidder is deemed to have considered all financial repercussions of deployment of ex-servicemen while quoting the tender.
28. In areas dealing with women staff/ girl student the service provider shall ensure presence of female security guards as per requirement of the Institute.
29. Security staff engaged by the service provider shall not take part in any labour union and association activities.
30. The service provider shall provide uniforms, torches and cells, Lathies / batons, whistle and other equipment's to the security staff, stationery for writing duty charts and register at security check points and record keeping as per requirements.
31. The Agency shall ensure fulfilment of qualifications (academic/professional), skills, experience, and other engagement conditions as mentioned in this tender document in respect of his workers to be engaged at IIT Patna under the scope of this contract. The essential qualification/experience is indicative in nature. However, IIT Patna may ask the Agency to engage any other category of personnel having prescribed qualification & experience at latter date after award of contract. The Agency will get their antecedents, identity proof, character and conduct and medical health suitability verified from the competent agency as per the law and agency will be responsible for their conduct. The

agency will pay the compensation, if any loss is caused by the workers as engaged by him while working at IIT Patna the amount of the compensation as decided by the IIT Patna will be final and agency will accept the same and IIT Patna will extend no financial or any other benefit in this regard.

32. A senior representative of the Agency shall visit IIT Patna at least once-a- month /as and when required and comply the requirement. During the visit, Agency's representative will meet the Officer of General Administration/ Security Officer IIT Patna/officers dealing with the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working. The responsibility of transportation, food and other essential requirements in respect of above deployed representative will be solely with the agency. The Agency will strictly ensure that any sensitive / confidential nature of information related to the IIT Patna is not divulged or disclosed to any person by the personnel deployed by it.
33. The Agency shall provide reasonably good Photo Identity Cards to its personnel deployed at IIT Patna at its own cost and ensure that these cards are to be constantly displayed, maintained in good condition.
34. The Agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the IIT Patna/ MoH & FW / Govt. of India / any State or any Union Territory.

Inspection & arbitration: -

- a. The Director, IIT Patna has the right to depute a team for inspecting and verifying the documents and records maintained by the agency at any time.
- b. Jurisdiction of Court: All matters and disputes arising out of this agreement will be subject to the jurisdiction of the courts located at Patna.

LIST OF DOCUMENTS TO BE UPLOADED WITH TECHNICAL BID AND FINANCIAL BID

TECHNICAL BID

The following documents are required to upload by the Bidder along with Technical Bid as per the tender document: -

1. Documents/Certificates related to Bidder's information:

- a. Scanned copy of certificate of GST and PAN.
- b. Scanned copy of bank details for NEFT/ RTGS on letter head.
- c. Scanned copy of Name & Address of the Tenderer Organization/ Agency with phone number, email and name and telephone/mobile number of contact person (On Letter Head).
- d. Scanned copy of certificate stating clearly whether it is Sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organization (On Letter Head).
- e. Scanned copy of Power of Attorney Authorization for signing the Bid documents in case of Partnership firm or a company or a Government Department or a Public Sector Organization & different person other than proprietor.
- f. Scanned copy of license if the bidder is registered with RLC of Bihar. If not, then scanned copy of undertaking (on letter head) for providing the same within 30 days from the award of work.
- g. Scanned copy of proof of registration under Employee's Provident Fund (EPF).
- h. Scanned copy of proof of registration registered under Employee's State Insurance (ESIC).

2. Scanned copy of proof of EMD/printout of EMD submission or exemption certificate for the same.

3. Documents/Certificates related to Bidder's financial information:

- a. Scanned copy of Annual Accounts (Balance sheet & P/L Accountant) of the agency, duly certified by Chartered Accountant for last three financial years (2018-19, 2019-20 and 2020-21).
- b. Scanned copy of certificate duly signed by the statutory auditor stating that the Average Annual Turnover of bidder in the last three financial years (2018-19, 2019-20 and 2020-21) is not less than ₹ 30 Cr.
- c. Scanned copy of certificate duly signed by Statutory auditor stating that the Average of the ratio of PAT to Turnover for the last three financial years is more than 1.5%.

4. Certificate on company's/firm's letter head:

- a. No police case is pending against the Proprietor/partner or the Company (Agency). Indicate any convictions if any against the Company/firm/partner.
- b. Proprietor /firm has never blacklisted by any organization.
- c. An undertaking on their letter head that "any complaints towards non- payment of wages, other liabilities & statutory obligations will be received by Administration will be paid by IIT Patna & same will be deducted on monthly bills/Performance Security & also lead to strict administrative action against the contractor as per extent Rule of Govt. of India.

5. Certificates related to statutory and other compliances:

- a. Registration certificate under Shops & Establishments Act.
- b. Scanned copy of valid ISO certification i.e. ISO 9001:2015
- c. Scanned copy of registration certificate of the Private Security Agencies (Regulation) Act (PSARA) 2005.
- d. Scanned copy of rent agreement and shop & establishment license as a proof of registered office / branch in Patna.
- e. Scanned copy of documents as mentioned in Data for Evaluation of Technical Bid (QCBS Matrix).

6. Scanned copies of duly filled, signed and stamped Annexure-I to Annexure-IX.

7. Any other document as specified in the tender documents. Bidders are required to submit the required supporting documents sought in the QCBS matrix for evaluation under QCBS criteria.

FINANCIAL BID:

1. Annexure XI (Price Bid as BoQ_XXXX.xls)
2. Annexure XII (Price Bid as BoQ_XXXX.pdf)

BID EVALUATION CRITERIA AND SELECTION PROCEDURE

- a. The financial bid of only those bidders shall be opened who have been found to be technically eligible. The financial bids shall be opened in presence of representatives of technically eligible bidders, who may likely to be present. The Institute shall inform the date, place and time for opening of financial bid through our website.
- b. Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is, the unit price shall prevail and the total price shall be corrected by the Institute. If there is a discrepancy between words and figures, the lesser amount shall be considered as valid. If the Supplier does not accept the correction of the errors, his bid shall be rejected.
- c. Technical evaluation will be done by a Committee constituted by Director of IIT Patna.

- d. The bid of any bidder who does not meet the eligibility criteria and/or has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected. Technical evaluation of only eligible bids shall be carried out.
- e. Two Stages online bidding (through Quality cum Cost Based Selection QCBS Methodology) shall be adopted in evaluation of the proposals. 60% weightage would be given to the Technical evaluation and 40% weightage would be given to the financial bid. Contract shall be awarded to the bidder getting the highest total score as per QCBS matrix.
- f. IIT Patna will intend to award the entire contract under the tender to only one successful bidder.

The bidder shall quote service charges in percentage up to 2 decimal points. If the bidder quotes percentage with more than 2 decimal points then the quote upto two decimal points will be taken into consideration without rounding up.

Technical Evaluation: -

- a. For technical evaluation, a bidder who has participated in the tender should be otherwise technocommercially qualified as per the terms and conditions of the tender.
- b. The technical evaluation matrix as given above will have maximum marks 100. The firm has to score minimum 70 marks out of 100. The bidder has to mandatorily secure sectional cut-off in each segment i.e. minimum score of 55 out of 75 and 15 out of 25 In presentation for being technically qualified.
- c. Technical evaluation will have a weightage of 60%.
- d. Technical evaluation will be done only on the basis of supporting documentary evidence submitted along with technical bid. In case, there is no supporting documentary evidence for some of the point in the bid, zero marks will be given for such points.
- e. The evaluation will be as per the formula given below and will be shortlisted for price bid opening.
- f. Formula: Evaluated technical score will be based on the actual marks (out of a maximum of 100). i.e.
 - a. $\{[\text{Actual Marks obtained by the bidder} / \text{maximum marks (100)}] \times 60\}$

Financial evaluation: -

- a. Financial evaluation will have a weightage of 40%.
- b. Formula for Financial Evaluation will be $(\text{L1 quote}/\text{Bidder's quote}) \times 40$.
- c. A bidder ascertained as L1 as per the quoted price and evaluated total financial implications in the tender will get full marks in financial evaluation.
- d. Other bidders will get proportionate marks in financial evaluation e.g. a bidder ascertained as L1 as per the quoted price and evaluated total financial implications for the tender.

Final Evaluation and award of Contract: -

- a. Final evaluation will be on the basis of highest marks obtained after summing up evaluated technical score and evaluated financial score.
- b. The bidder obtaining highest marks in final evaluation will be eligible for the award of the work.

Note: Bidders are required to submit the required supporting documents sought in the QCBS matrix for evaluation under QCBS criteria.

Data for Evaluation of Technical Bid (QCBS Matrix)

Sl. No.	Evaluation Criteria	Max Marks	Marks scored
1.	<p>Value of executing a single security contract in a Government Educational Institutes/University/Colleges of National Importance.</p> <ol style="list-style-type: none"> 1. Value of the Contract more than Rs 18 Crores - Marks (10). 2. Value of Contract more than or equal to Rs 15 Crores but less than Rs 18 Crores -Marks (08). 3. Value of contract more than or equal to Rs 10 Crores but less than Rs 15 Crores – Marks (06). 4. Value of Contract More than or equal to Rs 05 Crores but less than Rs 10 Crores - Marks (04). 5. Value of Contract More than or equal to Rs 02 Crores but less than Rs 05 Crores - Marks (02). <p>For Experience, Single Completed contract running for at least 1 (One) year without any break during the financial year 2018-19, 2019-20, 2020-21 and 2021-22 will be considered. Copies of the following documents mandatorily need to be produced</p> <ol style="list-style-type: none"> a) Copy of the Contract /Purchase order/ Extension letters without any break showing continuous services for a minimum period of one year. b) Work completion certificate/contract running certificate <p>Note: The value of contract inclusive of GST will be considered.</p>	10	
2.	<p>Number of security guards supplied against a single security contract of at least Three-year duration in any Educational Institutes/ University/ Colleges of National Importance.</p> <ol style="list-style-type: none"> 1. Number of security manpower supplied more than 300 in a single contract of at least three years duration ----Marks (10). 2. Number of security manpower supplied more than or equal to 250 but less than 300 in a single contract of at least three years duration --Marks (08). 3. Number of security manpower supplied more than or equal to 200 but less than 250 in a single contract of at least three years' duration. ---- Marks (06). 4. Number of security manpower supplied is more than or equal to 150 Nos. but less than 200 Nos. in a single contract at least three years' duration.Marks (04). 5. Number of security manpower supplied is more than or equal to 100 Nos. but less than 150 Nos. in a single contract at least three years' duration. Marks (02). 	10	

Sl. No.	Evaluation Criteria	Max Marks	Marks scored
	<p>For Experience, Single Completed contracts and those running for at least three years without any break from April 2017 till as on date of floating this tender will be considered. Copies of the following documents mandatorily need to be produced (In case the bidder fails to submit any of the following documents the experience will not be considered).</p> <p>Copy of the Contract /Purchase order/ Extension letters without any break showing continuous services of at least three years' duration.</p>		
3.	<p>Average Annual Turn Over for preceding three financial years (2018-19, 2019-20 and 2020-21) based on its audited financial statement. (Turnover should be exclusive of GST)</p> <ol style="list-style-type: none"> 1. Average Annual Turnover of More than or equal to Rs. 100 Crores Marks (10). 2. Average Annual Turnover of More than or equal to Rs. 75 Crores but less than Rs. 100 Crores - Marks (08). 3. Average Annual Turnover of More than or equal to Rs. 50 Crores but less than Rs. 75 Crores Marks (06). 4. Average Annual Turnover of More than or equal to Rs. 40 Crores but less than Rs. 50 Crores Marks (04). 5. Average Annual Turnover of More than or equal to Rs.30 Crores but less than Rs. 40 Crores Marks (02). 	10	
4.	<p>Cumulative Value of the top 3 security contracts executed in the last four years (valid from 1st Apr 2018 to 31st March 2022 with minimum duration of each contract being not less than one year) duly certified by the statutory auditor in any Government Departments/ Government Institutions/ Public Sector Undertakings/ Public Sector Banks /Public Ltd. Companies/ Government Educational Institutions/Government Colleges/ Autonomous Institutions.</p> <p>Note: - The values should be inclusive of GST.</p> <ol style="list-style-type: none"> 1. Cumulative value of more than or Equal to Rs. 50 Crores – Marks (15). 2. Cumulative value of more than or equal to Rs. 40 Crores but less than Rs. 50 Crores – Marks (12). 3. Cumulative value of more than or equal to Rs. 30 Crores but less than Rs. 40 Crores – Marks (10). 4. Cumulative value of more than or equal to Rs. 25 Crores but less than Rs. 30- Crores – Marks (7). 5. Cumulative value of more than or equal to Rs. 20 Crores but less than Rs. 25- Crores – Marks (5). 6. Cumulative value less than Rs. 20 Crores - Crores – Marks (3). 	15	

Sl. No.	Evaluation Criteria	Max Marks	Marks scored
	<p>For Experience, Only the completed contracts and/or those that are running for one year or more as on 31-03-2022) will be considered. Copies of the following documents mandatorily need to be produced</p> <p>Copy of the Contract /Purchase order/ Extension letters without any break showing continuous services for a minimum period of one year. (In case the bidder fails to submit any of the following documents the experience will not be considered).</p>		
5.	<p>Number of Running contracts of similar nature (Security Manpower) in hand as on date of bid submission in Central/State Government Organizations, PSU, Public sector Banks and Government Educational Institutions/University/colleges.</p> <ol style="list-style-type: none"> 1. More than 20 – Marks (15). 2. More than 18 but less than 20 – Marks (12) 3. More than 15 but less than 18- Marks (10). 4. More than 10 but less than 15 – Marks (7) 5. More than 7 but less than 10 – Marks (5) <p>Copy of the Contract /Purchase order/ Extension letters without any break showing continuous services for a minimum period of one year.</p>	15	
6.	<p>Availability of additional ISO certifications:</p> <ol style="list-style-type: none"> 1. ISO 30409 : 2016 and 45001:2018 (05) 2. ISO 30409 : 2016 only (03) 3. ISO 45001 : 2018 only (02) 	05	
6.	<p>Availability of Controlled Automated MIS system and availability of the systems for online transactions</p> <ol style="list-style-type: none"> 1. Fully automated MIS system and availability of systems for online transactions (05) 2. Semi-Automated MIS system and availability and of systems for online transactions (03) 3. Semi-Automated MIS system and non-availability of systems for online transactions (01) 	05	
7.	<p>Trained Security Personnel on Roll for Fire Fighting with minimum of 200 on roll personnel</p> <ol style="list-style-type: none"> 1. 10% of the total on roll personnel trained in Fire Fighting Skills (05) 2. 05% of the total on roll personnel trained in Fire Fighting Skills (03) 3. 02% of the total on roll personnel trained in Fire Fighting Skills (01) 	05	
9.	0-25 Marks will be awarded based on the quality of presentation	25	

Note: -

- a. The bidder should score minimum 55 marks, out of 75 in first 5 points for qualifying for presentation round.
- b. Administratively qualified bidder and marks attained for qualification as above (a), will only be called for presentation
- c. The technical evaluation matrix as given above will have maximum marks 100. The firm has to score minimum 70 marks out of 100. The bidder has to mandatorily secure sectional cut-off in each segment i.e. minimum score of 55 out of 75 and 15 out of 25 In presentation for being technically qualified.

Technical Evaluation Parameters

1. Technical evaluation as per the matrix will be carried out only if the bid is otherwise technically qualified as per terms and conditions of tender document.
2. Marking will be done on the basis of bidder's response subject to confirmation from the submitted documents justifying the response.

Format for Financial Bids

IIT Patna will intend to award the entire contract under the tender to only one successful bidder. IIT Patna will open the price bids, on a date to be announced later, of only those bidders whose bids are techno-commercially acceptable.

The bidders shall be evaluated based on overall score using the Quality and Cost Based Selection (QCBS) method, wherein the total score shall consist of technical evaluation and financial bid, and contract shall be awarded to the bidder getting the highest total score as per QCBS matrix. IIT Patna, as Principal Employer is committed to pay the amount for each security guard/supervisor employed through the agency [Immediate Employer] as the statutory wages plus other statutory claims stipulated by related Laws of the Land like Minimum Wages Act etc. in favour of employee in a manner deemed fit to ensure compliance of these laws. Therefore, to make things simple, Institute is inviting FINANCIAL BID in form of agency's service charge to perform the services as Immediate Employer on behalf of the Principal Employer i.e. IIT Patna.

Bidders have to quote this service charge as PERCENTAGE of total amounts to be paid by the Institute for the employees through the agency.

INDIAN INSTITUTE OF TECHNOLOGY PATNA

**BOQ/ FINANCIAL BID FORMAT FOR DEPLOYMENT OF SECURITY AGENCIES FOR
SECURITY SERVICES AT IIT PATNA.**

The bidder shall quote Service Charges in percentage at Sl. No.- 4 for all categories and further financial component will be calculated accordingly for Category-I, II, & III in Indian Rupees in words and figures in Financial Bid as per given format on their letter head.

Sl. No.	Description of wages components	Security Guards (with arms)	Security Guards (without arms)	Supervisor
1	Minimum Wages (Basic plus VDA) per day	Basic wages notified by the CLC, New Delhi, Govt. of India.		
2	Special Allowance (30% of Basic Plus VDA for Security Supervisor only)	Basic wages notified by the CLC, New Delhi, Govt. of India.		
3.	Total of Sl. No. (1) to (2)	NOT TO BE FILLED BY THE BIDDER		
4.	Service Charges (.....) % on total sum Sl. No. (3) (Should not be less than 5 %)	To be quoted by the Bidding firm		
5.	*ESI 3.25% of Basic plus VDA plus Special Allowance subject to Wage Ceiling up to Rs. 21,000/- p.m. for entitlement as per ESI Act.	As per Gol orders		
6.	*EPF 12% + EDLI 0.50% + PF Admin. Charges 0.50% of Basic plus VDA plus Special Allowance subject to Wage Ceiling up to Rs. 15,000/- p.m. for calculation of share of contribution towards EPF accounts as per EPF Act.	As per Gol orders		
7.	** Bonus 8.33 % of wages	As per Gol orders		
8.	Total add Sl. No. (03 to 07)	NOT TO BE FILLED BY THE BIDDER		
9.	GST at present @18% or as applicable on total sum Sl. No. (8)	As per Gol orders		
10.	Total add Sl. No. (8) & (9) (Total wages per person/ per day)	NOT TO BE FILLED BY THE BIDDER		

* EPF and ESI shall be payable on wages as per Govt. of India notifications, issued from time to time. Employers share including administrative charges are reimbursable subject to production of Challans on monthly basis.

**Bonus – Presently 8.33% of wages or 8.33% of Rs. 7,000/- whichever is higher subject to revision by the Gol from time to time, (Payable on monthly basis along with wages to the agency). The agency should ensure to pay the same to the deployed personnel on monthly basis accordingly.

The bidder has to quote only the service charges. The components shown in the above table is for illustration purpose of total cost only.

Cost quoted by the agency shall be arrived by adding all components excluding GST. GST will be reimbursed as per prevailing rate on production of Challan/Receipt. The current applicable rate is 18%.

IMPORTANT NOTE:

DENOTE:

ESI: In pursuance of Gazette Notification vide No. GSR 1166(E), dated 22nd December, 2016 issued by Ministry of Labour and Employment under the ESI Act, 1948 and ESIC Notification vide No.X-14/11/1/2015- P&D, dated 27.12.2016 in respect to enhancement of wage ceiling for coverage of employees under the Act from Rs.15,000/- p.m. to Rs.21,000/- p.m. with effect from 01.01.2017. As a result, Minimum Wages (Basic plus VDA) of all category of employees (including Special Allowance in case of Assignment Manager & Special Security Guard) except Security Guard (with & without arms) crossed the wage ceiling limit of Rs.21,000/- p.m., hence gone out of purview of the ESI Act for entitlement as denoted 'NA' at S.No.4 in SECTION-'A' above. In case, Central Government/ ESIC authority notify revised orders in respect to enhancement of wage ceiling limit beyond Rs.21,000/- p.m. for coverage of employees under the Act, the necessary amendments will be made in service contract under provisions of the ESI Act with adequate documentary proof thereof.

**EPF: As per Gazette Notification dated 22nd August 2014 issued by Ministry of Labour and Employment under the EPF & MP Act 1952 (Amendment) Scheme 2014 and EPFO Notification vide No. Actuarial/18(2)/2008/Vol./III/7738, dated 29.08.2014 with regard to enhancement of wage ceiling to Rs.15,000/- p.m. for calculating share of contribution towards EPF, EPS & EDLI accounts with effect from 01.09.2014. As a result, Minimum Wage (Basic plus VDA) of all category of employees (including Special Allowance in case of Assignment Manager & Special Security Guard) crossed the wage ceiling limit of Rs.15,000/- p.m., hence as per EPF Act employer share of contribution 13.00% towards EPF, EPS & EDLI accounts has been calculated on wage ceiling limit of Rs.15,000/- p.m. which work out to Rs.1950/- p.m. for all category of employees as denoted 'Rs.1950/-' at S.No.5 in SECTION- 'A' above. In case, Central Government/ EPFO authority notify revised orders in respect to enhancement of wage ceiling limit beyond Rs.15,000/- p.m. for calculating share of contribution towards EPF, EPS & EDLI accounts under the Act, the necessary amendments will be made in service contract under provisions of the EPF Act with adequate documentary proof thereof

NOTE:

The Minimum Wage (Basic plus VDA) as specified in financial bid format at Sl.No.1 above are based on latest Notification vide F.No.1/4 (1)/2022-LS-II, dated 31.04.2022 issued by Chief Labour Commissioner (Central), Ministry of Labour & Employment, New Delhi in respect of revision of minimum wages (Basic plus VDA) of Security Guard (with arms) & (without arms) for the notified areas with effect from 01.04.2022.

Evaluation of financial bids will be based on Service Charges quoted by the bidders in financial bid at S. No. 4.

The minimum Service charge should not be less than 5%. The bidder shall quote percentage upto 2 decimal points. If the bidder quotes percentage with more than 2 decimal points then the quote upto two decimal points will be taken into consideration without rounding off.

GST on services applicable will be reimbursed on actual basis. Taxes, Statutory levies, if applicable will be paid as per rules in force from time to time

INDIAN INSTITUTE OF TECHNOLOGY PATNA

(Forwarding Letter/Undertaking)

Dear Sir,

1. I/We hereby submit our documents against the above tender for Providing Security services for a period of 3 years (01 year at a time), further extendable up to maximum of 02 years, depending upon the performance at IIT Patna through open tendering system.
2. I/We now enclosing herewith the Demand Draft /FDR/Banker's Cheque/Term Deposit Receipt/ Insurance Surety Bond/Bank Guarantee __dated _____ For Rs._____drawn in favor of "IIT Patna" towards EMD/Bid Security. (Tender not accompanied with EMD/Bid Security along with Techno-Commercial Bid (Part-I) shall be summarily rejected).
3. I/We have gone through all terms and conditions of this tender before submitting the same and agreed to all the terms and conditions, stipulated by the IIT Patna in this connection.
4. I/We have noted that over written entries shall be deleted unless cut & re-written entries are duly initialed.
5. Tender is duly signed (No thumb impression should be affixed) by the proprietor/authorized signatory.
6. I/We undertake to sign the contract/agreement, if required, within 7 days from the issue of the letter of acceptance/offer, failing which our/my bid security money deposited may be forfeited and our/my firm may be debarred from participating in any tender of IIT Patna for next two years.

Yours Sincerely,

WITNESS WITH FULL ADDRESS & PHONE NO.

Signature with rubber stamp
of Tenderer with full Address

(ON A STAMP PAPER OF RS. 100/-)

UNDERTAKING

To,
The Director
Indian Institute of Technology Patna,

Name of the firm/Agency

Name of the tender due date:

Sir,

I/we hereby agree to abide by all terms and conditions laid down in tender document.

This is to certify that I/We before signing this bid have read and fully understood all terms and conditions and instructions contained therein and undertake myself/ourselves is abide by the said terms and conditions.

I/We abide by the provisions of Minimum wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI, Leave, Relieving Charges, Uniform and allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Ministry of Labour or any other law enacted by the Govt. of India and accepted by the Government of Bihar whichever is higher under the Minimum Wages Act, 1948 as amended by the Government from time to time and shall be fully responsible for any violation.

I/We shall provide minimum 15% security guards amongst the category of Ex- servicemen and all other will be trained Security Guards.

I/We do hereby undertake that complete security of the IIT Patna premises and property as per scope of work/Departments shall be ensured by our security agency, as well as any other point considered by our agency. Our security services shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of Rupees. (amount equaled to three months service bill). The insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft/damage, if any, shall be recoverable from me/us through fidelity bond.

Signatures of the Bidder
(Name and Address of the Bidder)
Mobile/Tel. No.
Email ID:

Draft Agreement format

(To be made on Rs 100.00 Non-Judicial Stamp Paper)

This agreement is made at Patna on the day of..... Two thousand Twenty-Two between the Director, Indian Institute of Technology, Patna, acting through Registrar, IIT Patna, having its office at Bihta, Patna — 801 106 (Bihar) (herein after called 'Client' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the First Party.

AND

M/s. (Second Party) having its registered office at _____

(here in after called the 'Agency' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the Second Party. WHEREAS the 'Client' is desirous to engage the 'Agency' for providing Security Manpower for IIT Patna at Patna on the terms and conditions stated below:

1. All the terms & conditions of the tender document will form as the part of this agreement also.
2. The Agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations, such as, Wages, Allowances, Compensations, EPF, ESI, etc. relating to personnel deployed in IIT Patna. The Client shall have no liability in this regard.
3. The Agency shall be solely responsible for any accident/medical/health related liability/ compensation for the personnel deployed by it at IIT Patna site. The Client shall have no liability in this regard.
4. Any violation of instruction /agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
5. The contract can be terminated by giving one-month notice by the IIT Patna without assigning any reason. The agency can terminate the contract by giving three-month notice.
6. In case of non-compliance with the contract, the Client reserves its right to:
 - A Cancel / revoke the contract; and / or
 - B Impose penalty up to 10% of the Total Annual Value of awarded contract.
7. Performance Security amounting 3% of the Contract Value in the form of Insurance Surety Bond, Demand Draft, Fixed Deposit Receipt or Bank Guarantee from a scheduled bank shall be furnished by the Agency at the time of signing of the Agreement.
8. The Agency shall be fully responsible for timely monthly payment of wages i.e. by 7th of every month without fail and any other dues to the personnel deployed at IIT Patna.
9. The personnel provided by the Agency will not claim to become the employees of IIT Patna and there will be no Employee and Employer relationship between the personnel engaged by the Agency & IIT Patna.
10. There would be no increase in rates payable to the Agency during the contract period except any revision

by the Ministry of Labour and Employment or any other concerned Ministry.

11. The Agency also agrees to comply with annexed Terms and Conditions of the Tender and amendments thereto from time to time.
12. Decision of Client in regard to interpretation of the Terms and Conditions of the Tender shall be final and binding on the Agency.
13. The Agency shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The Agency shall keep Client fully indemnified against liability of tax, interest, penalty and any other legal liability etc. of the Agency in respect thereof, which may arise. The books of accounts of the Agency as regards this outsourcing work shall be open for examination by the Institute as and when required.
14. In case of any dispute between the Agency and Client, Client shall have the right to decide. However, all matters of jurisdiction shall be at the local courts of Patna.
15. THIS AGREEMENT will take effect from day.....month of Two thousand Twenty-two and shall be valid till this Day.... Month of 2022 both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Patna in the presence of the witness.

For and on behalf of the 'Supplier'

For and on behalf of the 'IIT Patna

Signature of the authorized Official

Signature of the authorized official

Name of the Official

Name of the Official

Stamp / Seal of the 'Supplier'

SIGNED, SEALED AND DELIVERED

By the said _____ (Name)
on behalf of the 'Supplier' in presence of

By the said _____ (Name)
on behalf of the 'IIT Patna in present of

Witness

Witness

Name

Name

Address

Address

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamps Act of India)

1. This deed of Guarantee made this day of month of 2022 between (Name of the Bank) (hereinafter called the “Bank”) of the one part and Director, Indian Institute of Technology Patna” (hereinafter called the “beneficiary) of the other part.
2. Whereas Indian Institute of Technology, Patna has awarded the contract for security services contract for Rs. (hereinafter called the “Contract”) to M/s (hereinafter called the “service provider”).
3. AND WHEREAS THE service provider is bound by the said contract to submit to the Beneficiary Performance Bank Guarantee for a total amount of Rs. Amount in figures and words) equivalent to 3% (three percent) of the purchase value] which will be valid for entire warranty period from the date of installation & commissioning, the said Performance Guarantee Bond is to be submitted within 30 (Thirty) days from the date of Acceptance of the Purchase Order.
4. NOW WE the Undersigned (Name of the Bank) being fully authorized to sign and to incur obligations for and behalf of and in the name of
 - a. (Full name of Bank), hereby declare that the said Bank will guarantee the Department the full amount of Rs. (Amount in figures and words) as stated above.
5. After the service provider has signed the aforementioned contract with the beneficiary, the Bank is engaged to pay the beneficiary, any amount up to and inclusive of the aforementioned full amount upon written order from the beneficiary to indemnify the beneficiary for any liability of damages resulting from any defects or shortcomings of the Contract or the debts he may incurred to any parties involved in the Works under the contract mentioned above, whether these defects or shortcoming or debts are actual or estimated or expected. The Bank will deliver the money required by the beneficiary immediately on demand without delay without reference to the service provider and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Service provider. The Bank shall pay to the beneficiary any money so demanded notwithstanding any dispute/disputes raised by the service provider in any suit or proceedings pending before any court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. THIS GUARANTEE is valid for a period of month from the date of signing. (The initial period for which this Guarantee will be valid must be for 60 days longer than the anticipated expiry date of the Contract period).
7. At any time during the period in which this Guarantee is still valid, if the beneficiary agrees to grant a time of extension to the service provider or if the service provider fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para- 5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the beneficiary and at the cost of the service provider.

8. The guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the service provider.
9. The neglect or forbearance of the beneficiary in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the beneficiary for the payment hereof shall in no way relive the Bank of their liability under this deed.
10. The expressions "the beneficiary", "the Bank" and "the Service provider" hereinbefore used shall include their respective successors and assigns.
11. IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the.....day..... of (month)..... (year) being herewith duly authorized.

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name

Designation

I.D. No. ____

Stamp/Seal of the Bank

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of:

Witness-I

Witness-II

Signature

Signature

Name:

Name:

Address:

Address

PRE-CONTRACT INTEGRITY PACT

(To be executed on ₹ 100/- Non-Judicial Stamp Paper)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2022, between, on one hand, the President of India acting through Shri _____, Designation of the officer, Ministry / Department, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise required, his successors in office and assigns) of the First part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/ Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered in with a view to: -

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, with demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage commission, fees, brokerage or inducement or any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.
 - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether India or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1 The BIDDER declares the no previous transgression occurred in the last three years immediately before signing of the Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money / Security Deposit

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
- (i) Bank Draft or a Pay Order in favor of _____
 - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instruments (to be specified in the RFP).
- 5.2 The Earnest Money / Security Deposit shall be valid up to a period of 180 days and 60 days beyond the contract period respectively or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions of Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanction for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the buyer, along with interest.
 - (vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor (s) appointed for the purposes of this Pact.

7. Fall Clause

- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact of payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. **Law and Place of Jurisdiction**

This Pact is subject Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

10. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. **Validity**

11.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at _____ on _____

BUYER

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Dept./MINISTRY/PSU

Witness

Witness

1. _____

1. _____

2. _____

2. _____

AFFIDAVIT REGARDING CLEAN TRACK OF BIDDER

(ON A STAMP PAPER OF RS. 100/-)

The Director,

Indian Institute of Technology Patna

801106

Dear Sir

RE: Tender Enquiry Number..... Dated..... For Providing Security
Services at IIT Patna

I / We have carefully gone through the Terms and Conditions contained in the above Referred Tender Document. I/We hereby declare that my Company/Firm is neither currently nor on any previous occasion has not been blacklisted/ debarred and no legal cases are pending before any of the Central/State Departments /Institutions /Local Bodies/Municipalities/ PSU /Public Sector Banks/Public Limited Company/ Government Educational Institutions/University's/Government Colleges/Autonomous bodies.

In addition to this, I also declare that there are no Vigilance/CBI/FEMA cases either currently or in any previous occasion against the company/firm. I/We certify that I am the competent officer in my company/firm to make this declaration. A consistent history of litigation or arbitration awards against the applicant may result in disqualification.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be barred from bidding in future against any other tender.

Place: -

(Signature of Bidder with seal)

Date: -

Name: Seal:

Address:

Please provide the details of Blacklisting/debarment/legal cases etc. in any.

ANNUAL TURNOVER STATEMENT

(At the Letter Head of Chartered Accountant)

I/We have examined the book of accounts and other relevant records of M/s.....

(Name of the Bidding Firm), having its registered office at.....

(Full address of bidding firm) and do hereby certify that Annual gross turnover of the bidding firm and its Profit after Tax to turnover ratio for the last three Financial years (2018-19, 2019-20 and 2020-21) as per the audited books of accounts is as under: -

Sl. No.	Financial Year	Turnover in INR	Profit After Tax in INR (PAT)	Ratio of Profit after Tax to Turnover
1.	2018-19			
2.	2019-20			
3.	2020-21			

Average Annual Turnover of the firm for the last three financial years is Rs. and the average of the Ratio of Profit after Tax to the Turnover for the last three financial years is (%).

Signature of CA (with Stamp of Firm)

Name

Registration Number

UDIN Number

Date _

Place

NOTARISED AFFIDAVIT

(On Rs. 10/- Non-Judicial Stamp Paper)

TENDER NO.:

I, undersigned.....(Name) (Designation) duly authorized representative of

(Name of Proprietorship/Firm/Company/Agency) hereby undertake affirm confirm and declare that-

1. Undersigned is fully competent and authorized from Proprietorship/Firm/Company/Agency to make this affidavit to bind such Proprietorship/Firm/Company/Agency.
2. All details / Information/documents furnished by the Proprietorship/Firm Agency in the bid document is true and correct.
3. Proprietorship/Firm/Company/Agency is fully solvent and legally/financially competent to perform terms and conditions of the Tender.
4. Proprietorship/Firm/Company/Agency is duly registered under various relevant government notifications and all dues have been paid as on date.
5. Proprietorship/Firm/Company/Agency hereby agrees and fully understands that notwithstanding anything contrary contained in the Tender document and without prejudice to any of the rights and remedies of IIT Patna. IIT Patna shall be entitled in its sole discretion to determine that a bidder is to be disqualified at any stage of the process and its participation in Tender process and/or its Technical Proposal and/or Financial Bid dropped from further consideration for any reason.

Undersigned, on behalf of Proprietorship/Firm/Company/Agency does hereby solemnly declare and affirm that the above declarations are true and correct in all respects and we hold responsibilities for the same. No part of it is false and nothing has been concealed. Any false/incorrect submission shall be making Proprietorship/Firm/Company/Agency as well as undersigned personally liable for all Civil/Criminal obligations including complaint to police and other authorities.

Deponent Signature.....

Name.....

Designation.....

Aadhar No.

E-mail id.....

Mobile No.....

Landline No.

Address

(Copy of Authorization Letter from Proprietorship/Firm/Company/Agency enclosed).

CHECK-LIST FOR PRE-QUALIFICATION BID

Sl. No.	Documents asked for	YES/NO	Page No. and Packet No.
1	Whether proof of EMD submission submitted.		
2	Whether Pre-contract Integrity Pact (as per format prescribed in Annexure-V) submitted.		
3	Whether Power of Attorney / Board Resolution in favour of signatory of the Tender on behalf of bidder has been submitted. (wherever applicable)		
4	Name, designation address and office telephone numbers of authorized person of the bidding firm. In the case of bidder being a proprietary firm/partnership firm/private or limited company, name designation, address and office telephone numbers of partners/Directors also. (Copy of partnership deed/ Registration Certificate/MOU/MOA as applicable to be submitted)		
5	Whether the bidder has submitted copy of valid Registration certificate		
6	Whether the Bidder has 3 years experience of providing Security services to Central/State Govt. /PSUs/Autonomous bodies/ Govt. Educational Institutes last three years (i.e. 2019-20, 2020-21 and 2021-22)		
7	Whether the bidder has deployed at least average of 200 security personnel in the last three years (from April 2019 to Mar 2022). Deployment should be on a single work order in respective years.		
8	Whether bidder having experience of completion of similar works in the last three financial years in a single Central/State Govt. /PSUs/Autonomous bodies/Govt. Educational Institutes as per following criteria. One similar work of value not less than Rs. 5 Crore. Or, Two similar works each of value not less than Rs. 3 Crore. Or, Three similar works each of value not less than Rs. 2 Crore. Whether proof submitted.		
9	Whether the bidder has not incurred any loss during the last 3 financial year (2018-19, 2019-20 and 2020-21) and whether certificate duly certified by the Chartered Accountant submitted		
10	Whether the bidder has PAN card issued by the Income Tax Department and whether copy of the same has been submitted		
11	Whether the bidder has an annual average turnover of not less than 04 Crore (Rupees five Crores) during the 3 financial years (2018-19, 2019-20 and 2020-21) in Security Services. If yes, whether certificate duly certified by the Chartered Accountant submitted.		

Sl. No.	Documents asked for	YES/NO	Page No. and Packet No.
12	Whether the bidder should have registration registered under Private Security Agencies (regulation) Rule, 2005 and should have valid license for carrying out security work in the State of Bihar.		
13	Whether the bidder has License under Contract Labour (R&A) Act 1970 for any security contract OR whether furnish undertaking in the bid that the bidder shall apply, within 30 days from the date of award of contract, if yes, whether copy of the same has been submitted.		
14	Whether the bidder has got valid EPF Registration number and whether copy of the same has been submitted		
15	Whether the bidder has got valid ESI Registration Number and whether copy of the same has been submitted		
16	Whether the bidder has got valid Goods & Service Tax Registration number and whether copy of the same has been submitted		
17	Whether Registration under Shops & Establishment Act for Office at Patna		
18	Whether the copy of ISO 9001:2015, ISO 30409: 2016 and ISO 45001 has been submitted.		
19	Whether Affidavit regarding that there are no ongoing criminal case/ vigilance enquiry/ labour disputes against the firm/ Partners/ Proprietor/ Society/ Director of the Company and he/she is not serving any punishment by Hon'ble court of law has been submitted.		
20	Whether An affidavit on Rs 100/- Non-Judicial stamp paper duly notarized enclosed to the effect that the Bidder must not have been debarred/ blacklisted currently by any of the Central/State Departments /Institutions/Local Bodies/Municipalities/ PSU /Public Sector Banks/Public Limited Company/ Educational Institutions/Autonomous bodies.		

Signature of the Tenderer
(Name and Address of the Tenderer)

INSTRUCTIONS RELATED PRICE BID

PRICE BID

A. Schedule of price bid in the form of BOQ format:

1. The below mentioned Financial Proposal / Commercial bid format is provided as BOQ along with this tender documents at <https://eprocure.gov.in/eprocure/app>
2. Bidders are advised to download this BOQ.xls as it is and quote their offer / rates in the permitted column and upload the same in the commercial bid.
3. Bidder shall not tamper / modify the downloaded price bid template in any manner. In case if the same is found to be tampered/ modified in any manner, tender will be completely rejected and EMD shall be forfeited.
4. Any element of cost, taxes, duties levies etc. not specifically indicated in the BOQ, shall not be paid by the purchaser. If GST amount is not quoted in the BOQ (Financial Bid), the total cost will be treated as inclusive of GST. No further communication will be entertained later or else the EMD will be forfeited.
5. The tender shall remain valid for acceptance for 180 days, from the date of tender opening.

B. Break-up of price in PDF format:

The break-up of service charge and financial component should be given in PDF format (Signed Scanned Copy) with details of components with individual prices in the format provide as Annexure-XIII.

Validate

Print

Help

Minimum Rate BoQ

Tender Inviting Authority: Registrar, IIT Patna, Bihta, Patna

Name of Work: Providing Security Services at IIT Patna, Bihta, Patna.

Contract No: IITP/ADMIN/SS/2022/03/591 Dated: 17.05.2022

Name of the
Bidder/
Bidding Firm /
Company :
PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	NUMBER #
Sl. No.	Item Description	Service charge in percentage	Service charge in percentage
1	2	13	54
1	Service charge in percentage		0.00

INDIAN INSTITUTE OF TECHNOLOGY PATNA

BOQ/ FINANCIAL BID FORMAT FOR DEPLOYMENT OF SECURITY AGENCIES
FOR SECURITY SERVICES AT IIT PATNA.

The bidder shall quote Service Charges in percentage at Sl. No.- 4 for all categories and further financial component will be calculated accordingly for Category-I, II, & III in Indian Rupees in words and figures in Financial Bid as per given format on their letter head.

Sl. No.	Description of wages components	Security Guards (with arms)	Security Guards (without arms)	Supervisor
1	Minimum Wages (Basic plus VDA) per day	Basic wages notified by the CLC, New Delhi, Govt. of India.		
2	Special Allowance (30% of Basic Plus VDA for Security Supervisor only)	Basic wages notified by the CLC, New Delhi, Govt. of India.		
3.	Total of Sl. No. (1) to (2)	NOT TO BE FILLED BY THE BIDDER		
4.	Service Charges (.....) % on total sum Sl. No. (3) (Should not be less than 5 %)	To be quoted by the Bidding firm		
5.	*ESI 3.25% of Basic plus VDA plus Special Allowance subject to Wage Ceiling up to Rs. 21,000/- p.m. for entitlement as per ESI Act.	As per Gol orders		
6.	*EPF 12% + EDLI 0.50% + PF Admin. Charges 0.50% of Basic plus VDA plus Special Allowance subject to Wage Ceiling up to Rs. 15,000/- p.m. for calculation of share of contribution towards EPF accounts as per EPF Act.	As per Gol orders		
7.	** Bonus 8.33 % of wages	As per Gol orders		
8.	Total add Sl. No. (03 to 07)	NOT TO BE FILLED BY THE BIDDER		
9.	GST at present @18% or as applicable on total sum Sl. No. (8)	As per Gol orders		
10.	Total add Sl. No. (8) & (9) (Total wages per person/ per day)	NOT TO BE FILLED BY THE BIDDER		

* EPF and ESI shall be payable on wages as per Govt. of India notifications, issued from time to time. Employers share including administrative charges are reimbursable subject to production of Challans on monthly basis.

**Bonus – Presently 8.33% of wages or 8.33% of Rs. 7,000/- whichever is higher subject to revision by the Gol from time to time, (Payable on monthly basis along with wages to the agency). The agency should ensure to pay the same to the deployed personnel on monthly basis accordingly.

The bidder has to quote only the service charges. The components shown in the above table is for illustration purpose of total cost only.

Cost quoted by the agency shall be arrived by adding all components excluding GST. GST will be reimbursed as per prevailing rate on production of Challan/Receipt. The current applicable rate is 18%.

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

REGISTRATION

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1. Bidder should consider any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
4. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF/XLS/RAR/DWG/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
5. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other

cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. The documents being submitted by the bidders would be encrypted using PKI encryption all techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key.
8. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
10. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
11. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings

Digital Certificates:

For integrity of data and authenticity / non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

ASSISTANCE TO BIDDERS

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.