



Indian Institute of Management Udaipur
भारतीय प्रबंधन संस्थान उदयपुर

INDIAN INSTITUTE OF MANAGEMENT UDAIPUR
(An Autonomous Institute under Ministry of HRD, Govt. of India)

E-TENDER DOCUMENT

FOR

SECURITY SERVICES AT IIM UDAIPUR



IIMU/Tender/Security/2019/05/01

Dated: 08/05/2019

Last date for submission of Tender : 29th May 2019

Date of Opening of Technical Bid : 30th May 2019

Indian Institute of Management Udaipur
Balicha, Udaipur-313001, Rajasthan
Website: www.iimu.ac.in



IIMU

Indian Institute of Management Udaipur

भारतीय प्रबंधन संस्थान उदयपुर

NOTICE INVITING TENDER (NIT) FOR SECURITY SERVICES AT IIM UDAIPUR

Indian Institute of Management Udaipur (hereinafter referred to as "IIMU") is an Autonomous Institute under the Ministry of Human Resource Development (MHRD), Government of India. IIM Udaipur is recognized as premier management institution in the country. IIM Udaipur has started its operations from the year 2011 and operating from its permanent campus located at Balicha, Udaipur, Rajasthan with a present strength of approximately 650 (six hundred fifty) students, faculty and staff on campus with a projected increase of 10% to 15% per year.

IIMU invites E-tender (online tender) from reputed and experienced service provider (hereinafter referred to as "Agency" or "Bidder") under two bid system Technical Bid (Part-I) & Financial Bid (Part-II) for providing Security Services at IIM Udaipur.

The schedule and other details of Tender are as under:

Tender Name	Security Services at IIM Udaipur
Tender No.	IIMU/Tender/Security/2019/05/01
Estimated Cost	Rs. 1,20,00,000/- (Rupees One Crore Twenty Lac only) per annum
Published Date	Wednesday, 08 May 2019 (15:00 Hours)
Bid Document download start date	Wednesday, 08 May 2019 (15:00 Hours)
Bid Document download end date	Wednesday, 29 May 2019 (15:00 Hours)
Pre Bid Meeting	Wednesday, 15 May 2019 (11:00 Hours)
Last date & time for receipt of Bid	Wednesday, 29 May 2019 (15:00 Hours)
Date of Opening of Technical Bid	Thursday, 30 May 2019 (15:00 Hours)
Date of Opening of Financial Bid	Would be indicated later on CPP portal
Tender Fee (Non-refundable)	Rs. 5,000/- (Rupees Five Thousand only)
EMD (Earnest Money Deposit)	Rs. 3,60,000/- (Rupees Three Lac Sixty Thousand only)
Performance Bank Guarantee	Rs. 12,00,000/- (Rupees Twelve Lac only)

This tender document containing eligibility criteria, scope of work, terms and conditions, specification and other documents, can be downloaded at/from the Central Public Procurement (CPP) Portal <https://eprocure.gov.in/cppp/> or Indian Institute of Management Udaipur website: www.iimu.ac.in .



IIMU

Indian Institute of Management Udaipur
भारतीय प्रबंधन संस्थान उदयपुर

The tenderer shall sign and stamp each page of this tender document as taken of having read, understood and comply with tender, the terms and conditions contained herein.

Manual bid/tender will not be accepted under any circumstances. Incomplete bid/documents shall be rejected without giving any reason.

Tender will be submitted through online mode under the e-procurement system. **The bidders have to apply online through E-Procurement portal <https://eprocure.gov.in/cppp/> only.** The original EMD and tender fee is to be submitted in a sealed envelope to be super scribed this tender name & the name of your agency and must reach the below address before the last date & time for receipt of Bid.

*The Chief of Administration
IIM Udaipur,
Balicha, Udaipur-313001,
Rajasthan*

Chief of Administration



Indian Institute of Management Udaipur
भारतीय प्रबंधन संस्थान उदयपुर

Security Services at IIM Udaipur

PART-I: TECHNICAL BID

Annexure – I

Scope of Work & Other Conditions

- (1) Security Services will be required at the following places:
 - i. Entire area of IIM Udaipur, Balicha Campus.
 - ii. Any other place designated later by IIM Udaipur.

- (2) Security Services will include-
 - i. Providing Security supervisors, Security guards (male and female) round the clock (in three shifts per day, 8hrs per shift).
 - ii. Security of the assets of IIMU against theft, burglaries, dacoits, pilferage and misappropriation etc.
 - iii. Prevention of injury, assault and violation of the persons, especially women residents and legitimate visitors. Providing protection to everyone, considering liberal and open culture among residents.
 - iv. Preventing the presence of cattle, dogs, snakes, tree poachers, anti-social elements etc.
 - v. Assisting IIMU in handling emergencies like fire, flood, earthquake, act of God etc.
 - vi. Maintaining records of visitors as directed by Management.
 - vii. Regulating incoming and outgoing movement of material and vehicular traffic.
 - viii. Patrolling of IIMU Campus.
 - ix. Monitoring CCTV on daily basis.
 - x. Daily Flag Hosting and Flag Lowering in the IIMU
 - xi. Taking care of vehicles parked in parking area(s) within the IIMU Campus.
 - xii. Locking and Unlocking of offices, gates, doors, windows etc and keeping safe custody of keys, key management, handling of keys.
 - xiii. Monitoring effective consumption of lights and equipments.
 - xiv. Maintaining In-Out register at main gate for all the vehicles/individual as instructed by IIMU.
 - xv. Adhering to the Standard Operating Procedure (SOP) issued by IIMU.
 - xvi. Any other related work assigned by IIMU later.
 - xvii. Training should be scheduled for guards inside the campus relevant for IIMU campus once a month.
 - xviii. They should be fully coordinate & do required action for any accident, theft care etc or any case where police interfare is required. They will follow up with police & fully coordinate in any theft or accident etc.



Indian Institute of Management Udaipur
भारतीय प्रबंधन संस्थान उदयपुर

- (3) The security personnel shall never do the following:
- Should not misuse the property of IIMU.
 - Should not be found reading books.
 - Should not be found using mobile phones on a continuous basis.
 - Should not be found sleeping.
 - Should not sleep on working hours.
 - Should never be found chatting in groups.
- (4) The bouncer may be required at Institute events.
- (5) The agency shall have organized training arrangements for security personnel with clear recruitment policies & may be own training centers.
- (6) Employee of the agency:
- Every personnel deputed by the Security Agency shall be literate/educated, who have a working knowledge of Hindi and English.
 - The guards and supervisors deployed by the Security agency shall be of medically fit and good character etc and shall be between 18 - 40 years and 30-45 years of age respectively. The staff shall keep himself neat and clean always.
 - Anyone found below the minimum standard mentioned above shall be removed immediately from the IIMU and penal action shall be taken against the security agency as per penalty clause of General Terms & Conditions.
- (7) **Uniform of employee:** The Security Agency shall provide proper uniform including boots/shoes, belt, badge, whistle, caps, canes / stick, torch, jerseys (woolen sweaters) & rain coat etc. to every personnel deployed by the agency in the IIMU Campus at their own costs and expenses. It would be the responsibility of the Security Agency to supply such minor equipment necessary for discharge of duty.
- (8) The Security Agency personnel shall carry an identity card duly attested by the IIMU/Executive of Security Agency. A photocopy of these cards along with computer data shall be given to the IIMU for record verification etc.
- (9) The Security agency personnel shall be experienced with the first-aid treatment and fire-fighting equipment's.
- (10) The Security agency shall ensure biometric attendance of its security personnel on the machine provided by the IIMU.



- (11) The IIMU shall have the right to check up, from time to time, the Security personnel on duty, the uniforms worn by the security personnel, their fitness etc up to the satisfaction of the IIMU.
- (12) The Security Agency shall have a regular system of training the Guards before mounting them on duty. The Security Agency shall have proper training facility and profession syllabi for the training.
- (13) The agency shall be capable to provide vehicles and licensed radio / wireless equipment's for communication.
- (14) The IIMU will not provide any residential space for accommodation and transportation to the agency. The agency has to make its own arrangement for the residential accommodation and the transportation to the deployed staff.
- (15) **Misconduct:** The conduct/characters/antecedents and proper bonafide of the workers shall be the sole responsibility of the agency. However, the agency should provide the necessary details of all its employees to the IIMU.
- (16) There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (agency) and should not be blacklisted by any Govt agency. An undertaking to this effect on agency's letterhead should be attached. All the security personnel should be police verified and record should be submitted to the IIMU.
- (17) The Security Agency shall maintain record of major/minor incidents on daily basis and report the same to the official authorized in this regard. The security agency shall also be responsible to lodge complaints with police authorities in such instances after prior permission of IIMU and take follow-up action for recovery of lost material/equipment.
- (18) The IIMU shall identify time to time the requirement of personnel, to be deployed for the security of the campus, in consultation with the Security Agency. The IIMU reserves the right to increase or decrease the numbers of the security personnel. In addition to the prescribed manpower, whenever required, Security Agency has to provide additional manpower and/or equipment at the rates quoted in the tender.
- (19) The Security Agency shall have a proper system of checking the guards on duty especially at night. Records of the same should be effectively maintained and shortcomings, if any, should be immediately rectified.
- (20) The Security agency shall maintain Complaint Book at the main entrance gate.



IIMU

Indian Institute of Management Udaipur
भारतीय प्रबंधन संस्थान उदयपुर

- (21)** Penalty wherever mentioned in this document will be imposed as per penalty clause of General Terms & Conditions
- (22)** The responsibility for taking appropriate security measures shall be entirely that of the Security agency. The IIMU will be entitled for compensation against the Security agency, in case an inquiry by IIMU establishes that the theft or loss or damage has been caused due to negligence of the Security Agency or any of its employees. The said compensation shall be in addition to the findings and recommendations that the enquiry may propose. After enquiry, if it is found that such theft or loss or damage has been caused by acts of commission and omission of the personnel of the Security agency or if the personnel of the Security agency has either taken active part in such acts or has aided and abetted in the acts of such commission and omission the IIMU or its employees to whom loss is caused, shall be totally indemnified/compensated by the Security agency on actual basis.
- (23)** The agency shall nominate a nodal officer for day to day communication. The security personnel shall be equipped with latest communication systems like radio sets. Night Guards shall be equipped with proper protection and illuminating/lighting devices. While working at the premises of the IIMU, they shall work under directives and guidance of Chief of Administration or any other person deputed by IIMU.



Indian Institute of Management Udaipur
भारतीय प्रबंधन संस्थान उदयपुर

Annexure – II

General Terms and Conditions of Contract

- (1) **Preparation and submission of Tender:** The tender should be submitted in two parts i.e. Technical Bid and Financial Bid. For submission of bids, all interested bidders have to register online on e-procurement portal. After registration, bidders shall submit their Technical Bid and Financial Bid documents online on <https://eprocure.gov.in/cppp/> duly signed and sealed on each page of Tender. For details, kindly see annexure of this tender: Instructions for Online Bid Submission.
- (2) **Period of Contract:** Contract period will initially be for One year. The contract may be extended subject to satisfactory performance at the sole discretion of IIMU on an annual basis for a further period of up to two years. In case performance of the agency is found to be unsatisfactory as per operational parameters set out in the contract or is not in conformity with the terms & conditions of the tender, then the contract may be terminated by IIMU even before the scheduled time by giving advance notice of one month to this effect. In the event of premature termination of contract for reasons mentioned herein above, the Performance Bank Guarantee shall be absolutely forfeited.
- (3) **Exit Clause:** Notwithstanding anything contained in any other clause of this tender, the contract can be terminated by IIMU by giving one-month notice without giving any reason and by the agency by giving three-month notice.
- (4) **Contract Agreement:** The successful bidder shall be bound to execute an agreement on non-judicial stamp paper of ` 500/- (Rupees Five Hundred only). IIMU reserves the right to amend the terms & conditions of contract by mutual discussions and such amendments shall be in writing. The amended terms and conditions will form part of the agreement.
- (5) **Tender Fee:** The tenderer shall deposit Non-refundable Tender fee of Rs. 5,000/- (Rupees Five Thousand only) through Demand Draft drawn in favour of “Indian Institute of Management Udaipur” payable at Udaipur.
- (6) **Earnest Money Deposit (EMD):** The tenderer shall deposit Earnest Money of Rs. 3,60,000/- (Rupees Three Lac Sixty Thousand only) through Demand Draft drawn in favour of “Indian Institute of Management Udaipur” payable at Udaipur. The Earnest Money Deposit will be refunded to the tenderers whose offers have not been accepted.



Indian Institute of Management Udaipur
भारतीय प्रबंधन संस्थान उदयपुर

Earnest Money Deposit of the tenderer whose offer is accepted will be kept until such time that the Performance Bank Guarantee is received.

- (7) **Performance Bank Guarantee:** The successful tenderer will have to deposit a Bank Guarantee of Rs. 12,00,000/- (Rupees Twelve Lac only) in favour of “**Indian Institute of Management Udaipur**” payable at Udaipur drawn on any scheduled Bank before signing of the contract and valid for 60 days beyond the expiry period of contract. In case the tenderer fails to deposit the requisite performance guarantee the EMD furnished by the tenderer shall be forfeited without any further notice to the tenderer.
- (8) In the event of bidder backing out before actual award or execution of agreement, IIMU will have right to forfeit the EMD. In case the successful tenderer (L1) declines the offer of contract, for whatsoever reason(s) his EMD will be forfeited.
- (9) Intending tenderers are advised to inspect and examine at their own cost, the site and its surroundings and satisfy themselves before submitting their tenders to the nature of the site on the day of the pre-bid meeting. The nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstance which may influence or effect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of tender by a tenderer implies that he has read this notice and all other contract documents has made himself aware of the scope and specifications of the work do be done.
- (10) The Institute will not provide any residential space for accommodation to the agency. The agency has to make its own arrangement for the residential accommodation to the deployed staff.
- (11) In case of first lowest is more than one, then it would be at the discretion of the Institute to decide the L1.
- (12) **Sub-Contracting:** The agency shall not assign, sub-contract or sub-let the whole or any part of the contract if any manner except with the specific approval of IIMU.
- (13) The agency and its personnel shall comply with all norms stipulated by the Institute such as Gate Passes, Checking, Maintenance, Cleanliness, Discipline & courteous behavior at and around the work site, Safety Precautions and Regulation.



Indian Institute of Management Udaipur
भारतीय प्रबंधन संस्थान उदयपुर

- (14) **Misconduct:** The conduct/characters/antecedents and proper bonafide of the personnel deputed by the agency shall be the sole responsibility of the agency. However, the agency should provide the necessary details of all its personnel to the Institute. All the personnel deputed by agency should have police verified.
- (15) The personnel deputed by the agency at the Institute are purely under outsourcing.
- (16) Under no circumstances, the Institute shall not have any liability in respect of matters connected with the employment of personnel deputed by the agency. The personnel deputed by the agency shall have no right whatsoever to claim employment or other rights from the Institute.
- (17) None of the personnel of the agency shall enter into/practice/engage in any kind of private work within the campus of Institute. Non-compliance with this condition will be deemed to be violate of the terms/conditions of the contract by inviting penalty/cancellation of contract.
- (18) The personnel employed by the agency will not form any union.
- (19) 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 Institute / Govt. of India / any State or any Union Territory.
- (20) The agency shall maintain record of major/minor incidents on daily basis and report the same to the Institute's administration. The agency shall also be responsible to lodge complaints with police authorities in instances such as theft, indiscipline, disobedience or any unauthorized activities/criminal activities with prior permission of IIMU and take follow-up action for recovery of lost material/equipment.
- (21) The agency will have to submit and update the details of all personnel deputed by the agency at the Institute mandatorily along with a copy of their photographs, residential address, police verification certificate, driving license etc as required by IIMU.
- (22) The agency shall take at his own cost, if required, necessary insurance coverage in respect of personnel deputed by it in connection with the aforementioned services to Institute and shall indemnify Institute against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which Institute may have party as a result of the agency's failure to comply and of the obligation under the relevant Act / Law which the agency is required to follow.



Indian Institute of Management Udaipur
भारतीय प्रबंधन संस्थान उदयपुर

(23) Taxes, Labour Laws and Other Statutory Compliances:

- 23.1. The agency shall comply with all statutory requirements existing as well as those promulgated from time to time viz. Motor Vehicle Act, P.F. Act, ESI Act, Bonus Act, Central Minimum Wages Act, Contract Labour Act, Workmen's Compensation Act, Casual Labour (R & A) Act, Payment of Wages Act, Migrant Labour Act and/or such other Acts or Laws of Central, State, Municipal and local governmental agency or authority etc whichever is/are applicable to the agency and shall be held responsible, accountable, answerable, explainable & liable, as the case may be, for the lapses committed by them in this regard.
- 23.2. The agency is liable for the payment of any and all existing taxes of the Central or State Government or of any other authority with respect to the contract or any item sold or supplied pursuant thereto or anything done or services rendered pursuant thereto.
- 23.3. The agency shall be responsible for proper maintenance of all registers, records and accounts it relates to compliance with any statutory provisions/ obligations under all the labour laws of the India. The agency shall be responsible for making the records pertaining to Payment of Wages Act and for depositing the P.F. and ESI contributions, with the authorities concerned.
- 23.4. The agency shall be responsible and liable for all the claims of its personnel deputed at the Institute.
- 23.5. The agency shall obtain the license under the Contract Labour (R&A) Act from the agency of the Central Labour Commissioner and produce the same preferably along with the first monthly bill. The first bill will be cleared only on the submission of the said license. The agency would be required to maintain all books and registers like Employment Register (Form A, Form B, Form C, Form D of Labour Act), Wages Register, Bonus Register, Overtime register, First Aid Box, Display of Notice, etc. as required under CLR&A, 1970 for inspection by visiting Labour Enforcement Officers.
- 23.6. The agency shall obtain adequate insurance / personal accidental policy in respect of his workmen engaged by it towards meeting the liability of compensation arising out of injury/disablement at work as per the Employee Compensation Act.
- 23.7. Further, the agency shall not involve the matters of IIMU in any way whatsoever in any dispute with regard to compliance of



Indian Institute of Management Udaipur
भारतीय प्रबंधन संस्थान उदयपुर

statutory provisions and in case of any violation of any law; the agency shall be solely responsible.

- 23.8. The agency shall indemnify and keep indemnified IIMU against all losses and claims for injuries and or damages to any person or property. The agency shall abide by and observe all applicable statutory laws and regulations in matters of Labour Law like P.F. Act, ESI Act, Bonus Act, Central Minimum Wages Act, Contract Labour Act, Workmen's Compensation Act, Casual Labour (R & A) Act, Payment of Wages Act, Factory Act, Explosive Act, Workmen Compensation Act, Goods & Service Tax (GST), Royalty, Works Contract etc. and shall keep the IIMU indemnified against all penalties and liabilities of kind of breach of any such statute ordinance or law / regulations or Bylaws.
- 23.9. The personnel employed by the agency shall not below the age of 18 years. They shall be medically fit and keep themselves neat and clean.
- 23.10. The Security Guards and Security Supervisors shall be required to work in three shifts eight hours basis. However no Security Guard/Supervisor shall be allowed to perform continuous duty beyond one shift. The Security personnel of the Security agency shall not work for more than 26 days in a month.
- 23.11. Monthly wage to personnel deputed by the agency shall be in accordance with the Minimum Wages Act and be credited into respective personnel's bank account.
- 23.12. All Statutory related payments shall be adhered to time lines as per the respective labour laws.
- 23.13. The agency has to submit self-attested copy of following documents along with the monthly invoice.
- Attendance Register
 - Wages Register
 - EPF Challan, ECR, Bank confirmation slip for EPF deposit
 - ESI ECR (Monthly History), Bank confirmation slip for ESI deposit
 - Bank transfer confirmation of wages payment
- 23.14. Non-adherence of statutory compliance mentioned from 23.1 to 23.13 may impose penalty and /or termination of contract as per Annexure-II (General Terms and Conditions of Contract) of this tender document.
- (24)** The personnel deployed by the Security Agency in the IIMU shall be removed immediately if the IIMU considers such removal necessary on



administrative grounds. The Security Agency shall also immediately remove any personnel who is found not to be discharging his duties correctly or is of doubtful character or had any sort of intoxicating item on duty and shall replace him with substitute personnel either on its own or on the demand of the IIMU.

- (25) Interpretation:** All the terms and conditions of contract shall be read in conjunction with all other documents forming part of this contract. Notwithstanding the subdivisions of the documents into these separate sections, every part of which shall be deemed to be supplementary to and complementary of every part and shall be read with and into the contract.
- (26) Bid Validity:** The quoted rates must be valid for a period for 90 (ninety) days from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.
- (27)** In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.
- (28)** In exceptional circumstances, the IIMU may request the bidders's consent for an extension of the period of bid validity. A bidder shall however be at liberty to refuse the request without risking forfeiture of his earnest money. A bidder agreeing to extend the validity of bid will not be allowed to modify his bid.
- (29)** Anyone or more of the following actions / commissions / omissions are liable to cause summary rejection of tender:
- Any BID/EMD received late without conclusive proof that it was delivered before the specified closing time.
 - Any conditional bid or bid offering rebate.
 - Any bid in which rates have not been quoted in accordance with specified formats / details as specified in the Bid Documents.
 - Any effort by a bidder to influence the IIMU in the bid evaluation, bid comparison or contract award decision
- (30) Authority of person signing document:** A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant, that he has authority to bind such other and if, on enquiry, it appears that the person so signing had no authority to do so, the IIMU may without prejudice to other civil and criminal



remedies cancel the contract and hold the signatory liable for all cost and damages.

- (31) **Access to SITE:** The agency shall allow unhindered access to the IIMU and/or any other party or person, engaged by the IIMU to work at the same site and/or to check/regulate/watch/guard/measure/inspect, solely or jointly with the agency.
- (32) **Safety and Security:** The agency shall abide by the provisions of the safety code framed from time to time by the Institute/Government.
- (33) **Payment of Bills:** The payment for services under this agreement shall be made on monthly basis on satisfactory completion of job contract services, through crossed-cheque, drawn in favour of agency payable at Udaipur or NEFT/RTGS/IMPS (online transfer). The final payment shall, however, be made only after adjusting all the dues/claims of the IIMU. Income Tax (TDS) as applicable at current prevailing rate will be deducted at source.

(34) **ARBITRATION:**

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before / after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to a Sole Arbitrator to be appointed by IIMU.

If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns / withdraws for any reason from the position of arbitration, it shall be lawful for the IIMU to appoint another person to act as Arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which his predecessor left it, if both the parties consent to this effect, failing which the Arbitrator shall be entitled to precede denovo.

It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to Arbitrator at the time of invocation of arbitration under this clause. It is also term of the contract that the cost of arbitration shall be borne by the parties themselves.

The venue of arbitration shall invariably be at Udaipur.

Subject as aforesaid the provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment thereof or rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.



Indian Institute of Management Udaipur
भारतीय प्रबंधन संस्थान उदयपुर

(35) FORCE MAJURE:

If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events), provided notice of happenings of any such eventuality is given by either party within 7 days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance. The operation of contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the IIMU as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 90 days either party may at his option terminate the contract.

Provided, also that if the contract is terminated under this clause, the IIMU shall be at its liberty to take over from the Security Agency, the security personnel, vehicles & equipment deployed in the campus until a new security agency is appointed and commences the operation.

(36) PENALTY

Penalty for complaint, non-adherence of terms & condition specified in tender document, indiscipline & unsatisfactory operation of the services and the incidence given in the various clauses of this document for the purpose, may be levied upto Rs. 10,000/- on each occasion as per IIMU discretion which will be deducted/adjusted in subsequent monthly bill/security deposit/ performance guarantee.

(37) Feedback: IIMU may ask the agency to submit monthly feedback collected from the users. On the basis of feedback, IIMU may at its own discretion impose financial penalty as per penalty clause of General Terms & Conditions depending on gravity of the issue and in case of similar repetition IIMU can cancel the contract unilaterally without notice and bank guarantee will be forfeited.

(38) IIMU reserves the right to reject the tender in whole, or in part, without assigning any reasons thereof.

(39) IIMU reserves the right to withdraw/relax/modify any of the terms and conditions mentioned in the tender document if it is felt necessary in the benefit of the IIMU.



IIMU

Indian Institute of Management Udaipur
भारतीय प्रबंधन संस्थान उदयपुर

- (40) All exhibits/certificates/statements/supporting documents should be indexed serially page numbered.
- (41) The decision of the Director of IIMU will be final in all respect and will be acceptable to all the tenderers.
- (42) **Jurisdiction:** All matters and disputes arising out of this agreement will be subject to the jurisdiction of the courts located at Udaipur only.



Indian Institute of Management Udaipur
भारतीय प्रबंधन संस्थान उदयपुर

Annexure – III

Agency Details

I – Details of Tenderer

SI No.	Particulars	Details
1	Name of Tendering Agency	
2	Name of the Proprietor / Director / Partner	
3	Full Address of registered office with pincode, Telephone Number	
4	E-mail ID of the agency	
5	Website of the agency, if any	
6	Telephone No. (Office) of five top officials with name, designation and E-mail ID	
7	Name and designation of authorized person with telephone/mobile number. (authorization letter to be enclosed)	

II – Registration & Other Statutory requirement details:

The agency should possess the following statutory requirements:

S.No.	Particulars	Number / Other Details	Page No. of Supporting Documents Enclosed



Indian Institute of Management Udaipur
भारतीय प्रबंधन संस्थान उदयपुर

1	Registration of Security Agency with Govt. of India/ Rajasthan		
2	Registration as firm / proprietary firm/ Partnership firm/ Limited Company/ Corporate body/ Others (please specify) Please provide the registration number along with the copy of registration certificate.		
3	Total number of employees employed on the payroll of the agency as on tender submission date		
4	Permanent Account Number (attach self-attested copy)		
5	GST Registration No. (attach self-attested copy)		
6	EPFO Registration No. (attach self-attested copy)		
7	ESIC Registration No. (attach self-attested copy)		
8	Labour License No., if any (attach self-attested copy)		
9	Any other registration which is mandatory for such agencies stipulated by concerned public authorities (attach self-attested copy)		
10	ISO or equivalent certified Company, if any (attach self-attested copy)		

Certified that all above information's are correct to the best of my/our information, knowledge and belief. All the attached relevant documents are duly signed, sealed and serially numbered.

Place :

Date :

(Signature of the bidder with seal)



Annexure – IV

Eligibility Criteria

Only those agencies which meet the following minimum criteria will be considered for opening of financial bid. Supporting documents/annexures should be attached with this and must be serially numbered. An Index must be made for this to facilitate quick reference to the relevant page number.

- (1) The agency should be a registered and also licensed vendor in the similar line of business in security services covered under this tender. Appropriate documents/certificates issued from appropriate authorities should be enclosed to support this along with the format given below.

Sl No	License Number	License Issued By	License Validity From (DD/MM/YYYY)	License Validity To (DD/MM/YYYY)	Page No. of Copy of license attached

- (2) The agency shall submit the original EMD and tender fee in a sealed envelope super scribing this tender name & the name of the agency and must reach at IIMU before the last date & time for receipt of Bid. Photocopy of the same EMD and tender fee should be enclosed to support this along with the format given below.

Sl No	Type of Fee	Details
1	Tender Fee	DD No. _____ of Rs. 5,000/- (Rupees Five Thousand only) of Dated _____ drawn on Bank _____ Branch _____
2	Earnest Money Deposit (EMD)	DD No. _____ of Rs. 3,60,000/- (Rupees Three Lac Sixty Thousand only) of Dated _____ drawn on Bank _____ Branch _____

DD will be made in favour of "Indian Institute of Management Udaipur" payable at Udaipur.

- (3) **Turnover during the last three financial year ended on 31.03.2018 (should not be less than Rs. 10 crores (Rupees ten crores) per year from security services related work).** The documentary evidence duly certified by CA, indicating yearly turnover from security services related work, should be attached in the following format.



Year	Total Turnover in Rupees (in words and figures)	Turnover from security services related work in Rupees (in words and figures)
2015-16		
2016-17		
2017-18		

(4) Details of last 05 (five) years experience in security services out of which two years experience at State Govt./Central Govt./PSUs/Autonomous institutions in the following format (Please attach separate sheet, if necessary).

Year	Name of Employer, Address, Tel. No	Contract Commencement and completion date	Whether State Govt./Central Govt./PSUs/ Autonomous institutions/Other
2013-14			
2014-15			
2015-16			
2016-17			
2017-18			

Total experience of _____ months. (Overall period should not be less than 60 months).

Total experience of _____ months in State Govt./Central Govt./PSUs/ Autonomous institutions (Overall period should not be less than 24 months).



Indian Institute of Management Udaipur
भारतीय प्रबंधन संस्थान उदयपुर

Please note : Period of security services provided to multiple organization at the same time shall not be added together for the purpose of counting the period of 60/24 months.

- (5) Own training centre for training of Security personnel. Attach documentary evidence duly certified by the appropriate authority.
- (6) Experience of providing 1000 (one thousand) Security personnel per day during the last three financial years ended on 31.03.2018. Attach documentary evidence duly certified by the appropriate authority.
- (7) Agency should have not less than 1000 (one thousand) trained security personnel on their payroll as on last date of submission of bid. Attach documentary evidence duly certified by the appropriate authority.
- (8) There should be no case pending with the police against the Proprietor/Firm /Partner or the Company (agency) and should not be blacklisted by any Govt agency. A self-undertaking to this effect on agency's letterhead should be attached.
- (9) Agency should have visited the site and its surroundings and satisfy themselves before submitting tender. A self-undertaking to this effect on firm letterhead should be attached.
- (10) The agency should possess all mandatory statutory requirement mentioned in Annexure-II (Agency Details) in this tender document.

No price should be specified in the technical bid, including such information will entail rejection of the bid.

NOTE: All third party certificates should be duly signed, stamped by the bidding agency.

Certified that all above information's are correct to the best of my/our information, knowledge and belief. All the attached relevant documents are duly signed, sealed and serially numbered.

Place :

Date :

(Signature of the bidder with seal)



Indian Institute of Management Udaipur
भारतीय प्रबंधन संस्थान उदयपुर

Annexure – V

INSTRUCTIONS FOR ONLINE BID SUBMISSION

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <http://eprocure.gov.in/eprocure/app>

1. Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the agencies/bidders on the e-Procurement/e-tender portal is a prerequisite for e-tendering.
2. Bidder should do the enrollment in the e-Procurement site using the "Online Bidder Enrollment" option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the agency/bidder through email id provided.
3. Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
5. The DSC that is registered only should be used by the bidder and should ensure safety of the same.
6. Agency/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
7. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
8. If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
9. Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of e-Token/Smartcard to access DSC.
10. Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.



IIMU
Indian Institute of Management Udaipur
भारतीय प्रबंधन संस्थान उदयपुर

11. From my tender folder, he selects the tender to view all the details indicated.
12. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender documents/schedule and generally, they can be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through rar and the same can be uploaded, if permitted. However, if the file size is less than 1 MB the transaction uploading time will be very fast.
14. If there are any clarifications, this may be obtained through the site. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
15. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
16. Bidder should submit the Tender Fee/EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender or as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
17. While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
18. The bidder has to select the payment option as offline to pay the Tender Fee/EMD as applicable and enter details of the instruments.
19. 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 submitted bid will not be acceptable or liable for rejection.



20. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
21. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
22. If the price bid format is provided in a spread sheet file like BoQ_XXXX.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price-bid BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
23. The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The **TIA will** not be held responsible for any sort of delay or the difficulties faced during the submission of bid online by the bidders at the eleventh hour.
24. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
25. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
26. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
27. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.



IIMU

Indian Institute of Management Udaipur

भारतीय प्रबंधन संस्थान उदयपुर

28. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
29. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
30. For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 180030702232 or send a mail over to cppp-nic@nic.in.



Indian Institute of Management Udaipur
भारतीय प्रबंधन संस्थान उदयपुर

Annexure – VI

**TENDER ACCEPTANCE LETTER
(To be given on Agency Letter Head)**

Date :

To,

Director, IIM Udaipur
Balicha, Udaipur,
Rajasthan-313001.

Sub. : Acceptance of Terms & Conditions of Tender.

Tender Reference No.: IIMU/Tender/Security/2019/05/01 dated 08.05.2019

Name of Tender/Work : Security Services at IIM Udaipur

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. ____ to ____ (including all documents like annexure(s), schedule(s), etc.) which form part of the contract agreement and I/we shall abide by with the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too have all been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)



Indian Institute of Management Udaipur
भारतीय प्रबंधन संस्थान उदयपुर

Annexure – VII

PROFORMA OF PERFORMANCE BANK GUARANTEE

- 1 In consideration of the Director IIM Udaipur (hereinafter called "IIM UDAIPUR") having offered to accept the terms and conditions of the proposed agreement between IIM, UDAIPUR and (hereinafter called "the said agency(s) for the work of "Security Services at IIM Udaipur" (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rupees..... only) as a security/ guarantee from the agency(s) for compliance of his obligations in accordance with the terms & conditions in the said agreement.
- 2 We (hereinafter referred to as the "Bank") do hereby undertake to pay amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the IIM, UDAIPUR stating that the amount claimed is required to meet the recoveries due or likely to be due from the said agency(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this Guarantee we shall be restricted to an amount not exceeding Rs..... (Rupees.....)
- 3 We, the said Bank, further undertake to pay to the IIM, UDAIPUR any money so demanded not withstanding any dispute or disputes raised by the agency(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under bond shall be a valid discharge of our liability for payment thereunder, and the agency(s) shall have no claim against us for making such payment.
- 4 We..... further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the IIM UDAIPUR under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Chief Administrative Officer, IIM Udaipur on behalf of the IIM UDAIPUR, certifies that the terms & conditions of the said agency(s), and accordingly discharges this guarantee.
- 5 We..... further agree with the IIM UDAIPUR that the IIM UDAIPUR (indicate the name of the Bank) shall have the fullest liberty without our consent , and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said agreement or to extend time of performance by the said agency(s) from time to time or to postpone for any time or from time to time any of the powers



Indian Institute of Management Udaipur
भारतीय प्रबंधन संस्थान उदयपुर

exercisable by the IIM UDAIPUR against the said agency(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said agency(s) or for any forbearance, act of omission on the part of the IIM UDAIPUR or any indulgence by the IIM UDAIPUR to the said agency(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

- 6 This Guarantee will not be discharged due to the change in the constitution of the Bank or the agency(s).
- 7 We..... lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the IIM UDAIPUR in writing.
- 8 This guarantee shall be valid up to unless extended on demand by the IIM UDAIPUR.

Notwithstanding anything contained hereinabove:

- a) our liability under this Guarantee shall not exceed Rs.....(Rupees..... Only);
- b) This Bank Guarantee shall be valid up to and
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before All yours rights under the said guarantee be forfeited and we shall be relieved and discharged from all liabilities thereunder.

Dated the day of for

(Indicate the name of the Bank)