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TENDER
FOR
PROVIDING SECURITY SERVICES
AT
INDIAN INSTITUTE OF ASTROPHYSICS, BANGALORE

Tender No. IIA/Security/12/01/2012

Date of Issue: December 04, 2012

Date of closing: December 21, 2012



Indian Institute of Astrophysics
Department of Science & Technology – Government of India
No.9, 2nd Block, Koramangala, Sarjapur Road,
Bangalore – 560 034
Tel: 080 – 25530672-76 email: astron@iiap.res.in

TENDER NOTICE

Indian Institute of Astrophysics (IIA) Bangalore is an autonomous academic national institution under the administrative control of the Ministry of Science & Technology, Govt. of India, dedicated to research in Astronomy, Astrophysics and Allied Sciences & Technology, is looking for a reputed and dynamic security agencies to provide security services to safeguard the men and materials of the Institute at the following locations:-

Sl. No	Location	Category	Requirement	Classification of city
01	Indian Institute of Astrophysics, Sarjapur Road, 2 nd Block, Koramangala, Bangalore-560 034 Contact person: Dr. P.Kumaresan, Administrative Officer, Tel: 080-22541249	Security Supervisor Security Guard	03 17	A
02	Indian Institute of Astrophysics, CREST Campus, Shiddlaghatta Road, Hoskote, Bangalore – 562 114 Contact person: Dr. B.C.Bhatt, Scientist-in-Charge Tel: 080-27904739	Gunman Security Supervisor Security Guard	01 03 15	A
03	Indian Institute of Astrophysics Radio Astronomy Field Station Gauribidanur -561 210 Chickkabalapur Dist. Contact person: Dr. R.Ramesh, Scientist-in-Charge Tel:080-22541312	Security Guard	15	C
04	Vainu Bappu Observatory Indian Institute of Astrophysics Kavalur, Alangayam, Tamil Nadu Contact peson: Mr.Anbazhagan, Engineer-in-Charge Tel: Tel: 04174 203015	Gunman Security Guard	03 06	C
05	Observatory Indian Institute of Astrophysics Kodaikanal, Tamil Nadu Contact person: Dr.P.Sundararaman, Scientist-in-Charge Tel: 04542 240218	Security Supervisor Security Guard	03 15	C

Sealed tenders are invited in two bids (1. Technical & 2. Financial) format from well established Firms / Agencies having relevant experience in providing round the clock Security Services. The agency shall be providing Security Services in the Institute based on the requirement of the Institute from time to time for a period of initially one year, further extendable up to next two years based on satisfactory completion of contract on every year. Tender may be submitted for any single location or for all the locations.

Tender should be submitted in two parts, Part-I (Technical Bid) & Part-II (Financial Bid). The envelope of Part-I should be superscribed as “Tender for Security Services – Technical Bid” and the envelope of Part-II should be superscribed as “Tender for Security Services – Financial Bid”.

Envelopes of Technical Bid & Financial Bid should be individually sealed and then be placed in a third envelope, sealed and super scribed as “Tender for Security Services”. The tender shall be submitted latest by December 21, 2012 at 15.00 hrs and addressed to:

The Administrative Officer
Indian Institute of Astrophysics,
No.9, 2nd Block, Koramangala,
BANGALAORE – 560 034

Bids received beyond last date of bid submission will be rejected. Both the bids will be opened on 21st December, 2012 at 15.30 hrs. in the Administrative Block of the Institute in the presence of the Tenderer(s) or their authorized representative(s) who are present at the scheduled time.

The Tenderer(s) are requested to read the Tender document carefully and ensure compliance with all the instructions herein. Non-compliance of the instructions contained in this document may disqualify the Tenderer from the tendering exercise. The tender document duly signed and stamped on each pages shall be returned in original to confirm the acceptance of the entire Terms & Conditions of Tender.

The Institute reserves the right to reject any or all tenders, wholly or partly or close the tender at any stage prior to award of contract without assigning any reason whatsoever.

PART-I (Technical Bid):

Technical Bid should be in the format enclosed with the tender at Annexure “A”. Technical Bid should contain the information regarding constitutional documents (Memorandum and Articles of Association or Registration of the Firm etc.), EPF, ESI Registration, Business Turnover, experience in the sector, valid Labour Contract Lincese under Contract Labour Act / Laws and other details of the company / firm to enable judging the suitability of the Tenderer. Self attested copies of all supporting documents should be enclosed with Technical Bid.

PART-II (Financial Bid):

Financial Bid should be in the format enclosed with the tender at Annexure “B”. The Bid should be clearly filled or typed and signed in ink legibly giving full address of the tenderer.

1. Eligibility:

- 1) Only registered / licensed Security Service Agency with Labour Department of any State Govt. / Central Govt. shall be eligible to apply. Self attested registration copy must be enclosed with the Technical bid.
- 2) The agency should have EPF & ESI registration from the concerned Department. Self attested copies must be enclosed with the Technical bid.

- 3) The agency should have licence from the concerned Police Department for use of arms. Copy of the licence must be enclosed with the Technical bid.
- 4) Tenderer should have experience of at-least 05 years from the date of registration for providing the Security Services to the State/Central Government / Semi Government Institutions / Autonomous Institutions / Large Private Organizations. Supporting document must be enclosed with Technical Bid.
- 5) At least 02(two) contracts in Govt. / Semi Government Institutions must be on hand. Satisfactory work experience certificate must be enclosed with Technical Bid.
- 6) The annual turnover of the Tenderer for each of the last three financial years shall not be less than Rs.25.00 Lakhs (Rupees Twenty five Lakhs only). Turnover includes the salary of personnel's paid and service charges of the firm. Audited financial statements duly certified by Chartered Accountant (CA) for the past three years shall be enclosed with the Technical Bid in support thereof along with copies of Income tax return.
- 7) The Tenderer must have not been debarred and / or blacklisted by any Central Government / any State Government Department and / or the Tenderer should not have any litigation in any of the Labour Courts. An affidavit to that effect Non-Judicial Stamp paper of Rs.10/- duly notarized shall be enclosed with The Technical Bid. The proforma of the affidavit is attached with the Tender as Annexure "C".
- 8) The tender should accompany the EMD of Rs.50,000/- (Rupees fifty thousand only) and Tender fee of Rs.1,000/- (Rupees one thousand only) in the form of demand draft / pay order drawn separately in favour of Director, Indian Institute of Astrophysics, Bangalore. Any bid without EMD and Tender Fee is liable to be rejected. The earnest money deposit of the unsuccessful tenderers will be refunded within 30 days after award of work and acceptance of the contract by the successful tenderer.

The bid of any Tenderer(s) who has not complied with one or more of the conditions of eligibility criteria and / or fail to submit the required / or mentioned in the Tender document is liable to be summarily rejected.

2. Local Conditions:

1. It shall be the responsibility on each Tenderer to fully inform / acquaint / familiarize itself with local conditions and factors, which may have any effect on the execution of services to be rendered under the contract. All Tenderer(s) intending to bid shall visit and make themselves thoroughly acquainted with the local site conditions.
2. The Tenderer(s) can conduct a demographic study to identify the local utility areas (markets / locality / residential area, communication and transport conditions and others requirement to be involved and other feature) which will enable the tenderer to consider all the factors during estimation for performance of services as indicated in the Tender.
3. The Institute shall presume that the Tenderer(s) has understood and agreed that all the relevant factors have been kept in view while submitting the bids. No financial adjustment arising thereof shall be permitted by Institute, on the basis of any non-clarity of information about local conditions being

pleaded by the tenderer. Further, no claim for financial adjustment being made by the contract awarded on these Tender documents will be entertained by the Institute.

3. Tender Preparation Cost:

The Tenderer shall solely bear all costs associated with the preparation and submission of the bids, including the site visit etc. The Institute shall in no case be responsible or liable for such costs, regardless of the conduct or outcome of the tender process.

4. Award of the Contract:

After due evaluation of the bids, the Institute will award the contract to the successful Tenderer.

5. Commencement of Contract:

The Contractor shall commence the work as notified in the work order.

6. Performance Security:

The Contractor shall be required to furnish a Performance Security on or before the date of commencement of the contract for an amount equal to one month wages in the form of irrevocable bank guarantee by any nationalized bank in prescribed format.

The Performance Security as furnished by the Tenderer shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor under the agreement to be executed by and between the Institute and the Contractor.

In case the period of contract is extended further by the Institute in consultation with the contractor, the validity of Performance Security shall also be extended by the contractor accordingly, so that such Performance Security shall remain valid for a period of sixty days after the expiry of the obligations of the contractor for the extended period.

Failure of the contractor to comply with the requirements any of the above clauses shall constitute sufficient grounds for the annulment of the award of contract and forfeiture of Performance Security.

7. Termination of the Contract:

The Institute reserves the absolute right to terminate the contract forthwith, if it is found that continuation of the contract is not in public interest such:

(a) If the Contractor fails to provide the services as envisaged herein within the period(s) specified in the Contract or any extension thereof as may be granted by Institute.

(b) If the Contractor fails to perform any of the obligation(s) under the Contract.

(c) If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and Security Deposit / Performance Security issued to the Institute shall be forfeited without any claim whatsoever on Institute and the contractor is liable for action as appropriate under the extant laws.

(d) The contractor is not eligible for any compensation or claim in the event of such cancellation.

8. Contractor's Obligations:

1. Contractor shall be responsible for providing Security Services in the Institute as mentioned in the tender document.

3. The Contractor shall provide security arrangement for guarding of the Institute as required by the Institute. Moreover, the Contractor shall also protect the Institute from anti-social elements.

3. Contractor shall ensure the protection of all the properties and personnel's of the Institute, whether on its campus or in transit, against trespass and willful harm, by deploying fail-safe preventive measures, providing early warnings and mobilizing trouble-shooting efforts.

4. Any theft, pilferages or damages to cargo, property, machinery, equipment, etc. entrusted to Institute or are in the Institute custody or within Institute premises during the contract period shall be charged to the Contractor, if it was caused due to negligence of the contractor. The decision of Institute in this regard will be full and final.

5. The Contractor will also be responsible to ensure that no goods / stores / cargo / vehicle / dry wood or scrap etc., goes out of the Institute premises without proper authorization and / or Gate pass.

6. It will be responsibility of contractor to provide vehicle for transportation of personnel's deployed at various site as identified by the Institute at its own expanses.

7. The contractor shall properly train all its supervisors & guards to maintain liaison with the local Police, Fire Brigade Station and shall inform them first in case of any incidental eventuality. The contractor will also liaison with "Authorized Person" of the Institute at their office / or residence, and will inform them immediately, even after office hours about any untoward incident happened in the premises of the Institute.

8. The contractor shall deploy required number of trained and experienced guards to provide the said services and immediately communicate their names, residential address, age, with / without arms, police verification and medical fitness certificate etc. within 10 days from the date of their deployment. The guards should be within the age group 25-45 years.

9. The contractor would be required to ensure that the payments of its workers are in strict observance of Minimum Wages Act.

12. The Contractor will submit the pre-receipted duly stamped printed bills in prescribed format for reimbursement of wages paid to the personnel deployed under the contract in triplicate of preceding month. Each Monthly bill must accompany the:

- (1) Satisfactory work completion certificate issued by concerned Officer of Institute.
- (2) Separate list of the guards and reliever engaged.
- (3) Duration of their engagement, duly verified by the concerned Officer of Institute.
- (4) Copies of authenticated documents of payment of contribution of ESI / EPF of such guards.

13. The Contractor shall provide 02 sets of uniform, each for summer and winter, and 01 set of shoes including 2 sets of socks, caps, canes / stick, torch, rain coat and walkie-talkie to every guard at their own cost and expenses, and they keep it neat and clean.

14. The Contactor will undertake the firefighting operations. It is essential that all guards shall be fully trained in firefighting operations. They will also be required to conduct monthly fire drill and be updated on its operation and technique.

9. Institute Obligations:

1. Institute will reimburse the amount to the contractor within 10 working days from the date of the submission / or verification of bill. The Institute on the receipt of the bill will check all the records and there after process the bill for payment.

2. The Institute will not charge any amount from the contractor for water and electricity consumed during the execution of services.

3. Income Tax and other statutory levies as applicable from time to time will be deducted at the source from the services charges of the Contractor.

4. Service tax as payable on services charges shall be reimbursed by the Institute.

10. Terms & Conditions:

1. The requirement of manpower assessed is only tentative. The requirement may vary depending upon the actual requirement and the Agency should be in a position to supply the manpower as per the requirement of the Institute.

2. Institute reserves the right to take an interview of the security personnel are being deployed to assess the suitability. The decision of the Institute regarding the suitability of personnel shall be final.

3. **Wages quoted should not be less the minimum wages fixed by the Central Government. For the purpose of tender, the wages in force and classification of cities as on 01.12.2012 may be taken into account.**

4. **Bonus should not be less than minimum fixed by the Central Government under Bonus Act.**

5. It is the responsibility of the Agency to comply with the statutory requirements like EPF, ESI, Bonus etc., throughout the tenure of contract. Any violation shall attract the cancellation of the contract and the legal action as per Laws.

6. Institute allows deployment of reliever in excess of the indented strength limited to 1:6 of the intended strength and further limited to the actual deployment in this regard. The contractor shall give the name of the personnel who will be relieved in advance. Attendance sheet for these relievers shall be kept separately so that it is open to instant inspection. No Over Time Allowance (OTA) will be paid to workers, deployed as relievers or those deployed against indented strength.

7. The Contractor shall abide by all laws and rules and regulations framed there under or any other statutory obligations which are in force from time to time in respect of personnel's deployed. The contractor shall indemnify the Institute from any claims in this regard.

8. The Guards / personnel deployed by the Contractor shall not be below the age of 18 years and should have a valid contract of employment with the Contractor. They should be in the age group of 25-45 years.

9. The guard at the time of duty shall wear proper uniform and keep identity card, possess a torch (during night shift), a baton or fire arms (whenever prescribed), with latest communication systems (Walkie-Talkie) provided by the contractor and maintain decorum of good behavior at all times.

10. The contractor shall ensure that the guards deployed by them are disciplined and do not participate in any activity prejudicial to the interest of the Institute / Govt. of India/ any Stage or any Union Territory. If it is found that any guards / personnel are participating in any prejudicial activity, they shall be removed immediately, no claim shall be maintainable against Institute against such removal.

11. The Institute reserves the right to inspect, from time to time, duty, the uniforms worn by the security personnel as well as their fitness to perform duty up to the satisfaction of the Institute. If the guards / personnel are found absence from their duty place / or not wear the proper uniform at the time of duty, at the time of inspection, then penalty of Rs. 250/- per personnel per day shall be imposed.

12. The Contractor shall make serious efforts to control and eliminate the cattle menace, which include not only dogs but also other animals like cows, buffaloes, snakes, pigs etc., from the campus premises.

13. Institute will not provide any residential space for accommodation to contractor. The contractor has to make its own arrangement for the accommodation of the deployed staff. However a changing / duty room shall be provided by the Institute.

14. All the assets and articles provided by the Institute shall be the property of the Institute and the contractor shall be merely the custodian of such assets and articles. On termination of security contract either by efflux of time or any time earlier than the stipulated period as the Institute may decide as its sole discretion, such property shall be handed over to the Institute forthwith.

15. The guards / personnel deployed by the contractor for the security of the Institute will be the employees of the contractor and the Institute shall have nothing to do with their employment or non-employment. Under no circumstances any liability in respect of matters connected with their employment shall be held against the Institute and the personnel employed by the contractor shall have no right whatsoever to claim employment from the Institute.

16. The Contractor shall undertake, at their own expense but to the satisfaction of the Institute, a continual updating of skill, processes and procedures followed by the Security staff deployed in the security of the Institute by organizing suitable training programs for them on the routine basis. This training program may be included in their duty, like two hours in a week. It may include various aspects of security of a vital installation, major expected threats, and measures to curtail these threats, use of security equipment's, and use of fire arms to armed guards etc.

17. Any payment, required to be made by the contractor to its guards / personnel in compliance with all the laws of the land, shall be the sole responsibility of contractor. This would include specific responsibility with regard to the provision of the Minimum Wages Act and / or any other laws, rules and regulations which may be applicable in the instant case. The Institute will in no case be responsible for default, if any, in this regard.

18. If any injury is caused to any worker by accident arising out of the in the course of his / her deployment, Contractor shall be responsible to pay compensation in accordance with the provision of Laws (as applicable). Institute shall not be subjected to own any responsibility under the provision of any such Act, Laws or Rules.

19. The Contractor shall not appoint any sub-agency to carry out any obligations under the contract.

20. The Contractor shall have a proper system for inspecting the guards on duty especially at night. Records of the same should be effectively maintained and shortcomings, if any, should be immediately rectified.

21. The contractor shall have resources to assist the Institute in conducting Security Audits, Surveys and Investigation etc. and shall also be able to render professional advice on matters relating to security, intelligence and surveillance, free of charge.

22. The successful bidder shall have to execute an agreement with the Institute on a non-judicial stamp paper of Rs. 100/- (Rupees one hundred only) and commence the work within the date specified in the award, failing which the Institute shall be at liberty to forfeit the earnest money and proceed to appoint another agency as it may deem fit.

23. The posts / couriers received at the main gate should be handed over to the concerned office immediately.

24. The workers are entitled for four closed Holidays in year i.e 26th January, 1st May, 15th August & 2nd October as paid holidays.

25. Penalty

- For Complaint, non-adherence of terms & condition specified in tender document, indiscipline and unsatisfactory operation of security services a penalty of up to Rs. 5000/- day will be levied.
- For Unsatisfactory level of security services noticed during the inspection by Institute Officials, a penalty of up to Rs. 2000/- per day will be levied.

11. Arbitration:

In case of any dispute or difference arising out of or in connection with the tender conditions / job order and Contract, the Institute and the Contractor will address the dispute / difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Institute.

The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Bangalore. The decision of the Arbitrator shall be final and binding on both the parties.

12. Jurisdiction:

The courts at Bangalore alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender / contract. It is specifically agreed that no court outside and other than Bangalore court shall have jurisdiction in the matter.

13. Clarification:

The prospective tenderer requiring any clarification regarding the tender document are requested to contact Personnel Division email id: personnel@iiap.res.in. The Personnel Division will respond in writing to any request for clarification, which is received not later than the 10 days before the last date of submission of Tender.

14. Special Term & Condition:

On 26th January and 15th August the contractor shall ensure that the guards/ personnel deployed are in proper uniform and the rehearsal of the parade has been done one day in advance and the security Supervisor / Officer will ensure that the arrangement for the flag hoisting in the Institute.

Administrative Officer

Annexure - A

Sl. No.	Descriptions	Information to be filled by the tenderer (if required separate sheets may be enclosed)	
1.	Name and address of firm/agency with complete contact details		
2.	Type of organization (Whether proprietorship, partnership, private limited, limited company)		
3.	Name and Address of the directors proprietor/partners		
4.	Years of formation of the company / experience as a Labour supplier agency		
5.	Details of registration	R. No. Copy enclosed : Y / N	
6.	Total number of employees of the firm	List enclosed : Y / N	
7.	Income tax return for the last three financial years (attach copies)	Copy enclosed : Y / N	
8.	Total turnover of the agency during last three financial years (attach copies)	Copy enclosed : Y / N	
9.	Details of registration with statutory authorities like EPF and ESIC, etc.(attach copies)	PF Registration No.	Copy enclosed : Y / N
		ESI Registration No.	Copy enclosed : Y / N
10.	(a) Service tax number/Certificate	No.	Copy enclosed : Y / N
	(b) PAN number	No.	Copy enclosed : Y / N
11.	Details of Tender Document Fee	DD No. Date:	
12.	Details of Earnest Money	DD No. Date:	
13.	Any other information		

List of Major Clients, including Govt. Organizations/Academic Institutions.

Sl. No.	Name of Client with contact details	Category/Nature of Workers supplied	Period for which Supplied	No. of person supplied
1)				
2)				
3)				
4)				
5)				

Copies of relevant documents are to be enclosed in support of above information.

Turnover during the last three years

Sl. No.	Years	Turnover in Rupees (in words and figures)	Copy Enclosed / Not Enclosed
1.	2010-11		Y / N
2.	2009-10		Y / N
3.	2008-09		Y / N

Please enclose documentary evidence for above facts, duly verified by the Chartered Accountant (CA).

Copies of relevant documents are to be enclosed in support of above information.

Undertaking

I hereby certify that all the information's furnished above are true to my knowledge. I have no objection to Institute verifying any or all the information furnished in this document with the concerned authorities, if necessary.

I also certify that, I have understood all the Scope of work, terms and conditions indicated in the tender document and hereby accept all the same completely.

Signature of the authorized signatory of the agency
Official seal/ stamp

Date:

Place:

Annexure - B
Format for Financial Bid (on letter head of company/firm)

1. Name & address of the Company :

2. Location for which rate quoted :

Sl. No.	Particulars	Gunman	Security Supervisor	Security Guard
01	Minimum wages (26 days)			
02	PF			
03	ESI			
04	Bonus			
05	Uniform allowance			
06	Any other charges			
07	Service charges			

Total cost per person

3. EMD details :

I / we have inspected the site and surrounding of the work as per the details given in Tender document and assessed the scope of works thoroughly and have also gone through the tender documents and understood the terms & conditions stipulated therein before quoting the rates.

Signature of the authorized signatory of the agency
Official seal/ stamp

Date:

Annexure – C

DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER.

(To be executed & attested by Public Notary / Executive Magistrate on Rs.10/- non judicial Stamp paper by the Tenderer)

I / We _____ (Tenderer) hereby declare that the firm / agency namely M/s. _____ has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India and should not have any litigation in any of the labor courts.

Or

I / We _____ (Tenderer) hereby declare that the Firm / agency namely M/s. _____ was blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of _____ years w.e.f. _____ to _____. The period is over on _____ and now the firm/company is entitled to take part in Government tenders.

In case the above information found false, I/We are fully aware that the tender / contract will be rejected / cancelled by Director, IIA, Bangalore, and EMD / performance security shall be forfeited.

In addition to the above, Director, IIA, Bangalore, will not be responsible to pay the bills for any completed / partially completed work.

DEPONENT

Attested:
(Public Notary / Executive Magistrate)

Name _____

Address _____

----- The End -----