

INSTITUTE FOR DEFENCE STUDIES AND ANALYSES
No 1 Development Enclave, Rao Tula Ram Marg,
Delhi Cantt, New Delhi – 110 010

Advertisement No. IDSA/089/2015

QUOTATION FOR PROVIDING SECURITY SERVICES

Two Bid System

MEMORANDUM OF WORK IN BRIEF

1.	Name of work	Providing Security Services
2.	Earnest Money	Rs. 60,000/-
3.	Validity period	180 days
4.	Security Deposit	10 % of annual contract value in the form of Demand Draft / Bank Guarantee
5.	Period of Contract	One year, May be extended.
6.	Last date for Submission of Tender	05 Nov 2015, 1500 Hrs
7.	Mode of Sending	a) In a sealed cover with attested copies by Registered post AD / Speed post / Hand Delivery in the Tender Box b) Tender sent by ordinary post will be rejected out rightly.
8.	Description essential to be mentioned on the sealed cover	Name of work with Advertisement No, name of Bidder and opening date of Tender.

Signature of bidder

Name:

Estate Manager

Company seal

IDSA

Date

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Sealed quotations in the prescribed format (enclosed as Appendix A & B along with Annexures I-VIII) are invited under two-bid system from experienced reputed agencies either by themselves or as a joint venture/consortium/partnership having capacity to provide the required number of trained manpower for the “Security Services” at IDSA premises located at No. 1 Development Enclave, Rao Tula Ram Marg, Delhi Cantt, New Delhi – 110 010 as per details given in formats.

Sealed quotations addressed to the Estate Manager, Institute for Defence Studies and Analyses, may be sent at the Institute’s address mentioned above either by Registered Post AD / Speed Post / By hand delivery at Tender Box kept at the reception office, should reach on or before **1500 Hrs, 05th Nov 2015** duly mentioning on top right hand corner of the sealed envelope “**Quotation for Security Services**”. Tenders sent by FAX will not be entertained.

The Institute shall not be liable for any postal delay and quotation received after the stipulated time / date will be rejected.

All the tenders are to be submitted on the prescribed forms, as enclosed, duly signed, stamped and dated on each page of part Appendix A & B along with Annexures I-VIII as their unconditional and explicit concurrence to all the terms and conditions laid down by the Institute.

The financial bids for the technically qualified / shortlisted firms would be opened in presence of the bidders. Hence, financial bids are required to be submitted in a separate sealed envelope inside the main envelope. Bidders or their authorized representatives, not more than one person, may be present at the time of opening of the quotations, if they desire.

IDSA reserves the right to accept or reject any or all quotations including the lowest bidder without assigning any reason at its sole discretion and the decision of the IDSA will be final and binding to all concerned.

Note : The agency may inspect the Campus at IDSA before bidding the tender.

Hemant Kumar
Estate manager, IDSA

INSTITUTE FOR DEFENCE STUDIES AND ANALYSES
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Delhi Cantt, New Delhi – 110 010

GENERAL INSTRUCTIONS TO BIDDERS

1. **General.** The present tender is being invited for Security Services under which the contractor shall provide uniformed and trained personnel and use its best endeavors for providing security to the building, equipments, material, monitoring and surveillance of the premises. The Security Supervisor will be considered under Skilled Category whereas Security Guard under Semi-skilled category as defined in Minimum wages Act.
2. **Eligible bidders.**
 - 2.1 All security agencies who are providing similar kind of services for the last three consecutive years, having average annual turnover of Rupees Thirty Lakhs during last three financial years in the books of account.
 - 2.2 The bidder should have the experience of completing similar work in any of the Government departments such as Autonomous Institutions / Universities / Public Sector undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies / Municipalities.
3. **Qualification of the bidders.**
 - 3.1 The Bidder shall submit a written power of attorney authorized by the signatories to participate in the bid in case of joint venture / consortium / partnership.
 - 3.2 (a) Memorandum of Understanding shall be provided in case the bidder comprises Joint venture/Consortium/Partnership.
 - (b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm.
 - (c) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.

3.3 The bidder shall submit full details of his ownership and control of each member in case of Joint venture/Consortium/Partnership.

3.4 Bidder or members of a partnership, joint venture or consortium shall submit a copy of PAN card No. under the Income Tax Act.

3.5 Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.

3.6 Each Bidder (each member in case of partnership /joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide these services, or any other item or work related to the award and performance of this contract. They will have to further 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 tender quote will not include any such amount.

If found, IDSA reserves the right to declare the bidder as non-compliant and declare the contract null & void, if awarded.

3.7 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 the prevailing laws of the country. Such actions will result in rejection of bid, in addition to other punitive measures.

4. **One bid per bidder.** Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or any of the partners in a joint venture or any one member of the consortium participates in more than one bid, the bids are liable to be rejected.

5. **Cost of Bid.**

5.1 The bidder shall bear all costs associated with the preparation and submission of his bid and the Institute shall not be responsible for those costs, regardless of the conduct or outcome of the tender process.

5.2 The tender document may be obtained free of cost during working hours from **1st Oct 2015 to 05th Nov 2015 on all working days.** Alternately, it can also be down loaded from the Institute's website (www.idsa.in/notice.html).

6. **Visit to IDSA.** The bidder is required to provide security services to the Institute and is advised to visit and acquaint himself with the operational system. The cost of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the site and is aware of the operational conditions prior to the submission of the tender document.

7. **Tender document.**

7.1. **Contents of Tender Document.**

7.1.1. The Tender document has been prepared for the purpose of inviting quotations for providing Security Services at IDSA. The Tender document comprises of:

- (a) Memorandum of work.
- (b) General Instructions to bidders (Appendix 'A').
- (c) Terms and Conditions (Appendix 'B').
- (d) Tender form for providing security services (Annexure-I)
- (e) Scope of Work (Annexure-II)
- (f) Details of Manpower required (Annexure-III)
- (g) Check list for Technical Evaluation (Annexure-IV)
- (h) Undertaking (Annexure-V)
- (i) Financial / Price Bid for Security Services (Annexure-VI)

7.1.2. The bidder is expected to examine all instructions, forms, terms and conditions given in the Tender document. Failure to furnish all information required by the Institute or submission of tender not substantially responsive will be at the bidder's risk and may result in rejection of his bid.

7.1.3. The bidder shall not make any alteration, erasure or obliteration to the text of the Tender document.

7.2. Clarification of Tender document.

7.2.1. The bidder should check the pages of tender document, in the event of discovery of any discrepancy or missing pages, the bidder shall inform the Estate Manager, IDSA.

7.2.2. In case the bidder has any doubt in understanding anything contained in the Tender document, he shall seek clarification from the Estate Manager before submitting his bid. Any such clarification, together with all details on which clarification had been sought, may also be forwarded to all bidders without disclosing the identity of the bidder seeking clarification. All the communication between the bidder and the department shall be carried out in writing.

7.2.3. Except for any such written clarification by IDSA, which is expressly stated to be an addendum to the tender document issued by the Estate Manager, no written or oral communication, presentation or explanation by any other employee of IDSA shall be taken to bind or fetter the department under the contract.

8. Preparation of Bids.

8.1. **Language.** Bids and all accompanying document shall be in English or in Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English / Hindi translation. The English / Hindi version shall prevail in matters of interpretation.

8.2. Documents comprising the Bid. Tender document issued for the purpose of tendering as described in Clause 7.1 and any amendments issued shall be deemed to be incorporated in the bid.

8.2.1. The bidder shall, on or before the date given in the notice, submit his bid in sealed envelopes clearly marked with the name of the Tender.

8.2.2. One copy of the Tender document and addendum, if any, thereto with each page signed and stamped shall be annexed to acknowledge the acceptance of the same.

8.2.3. The vendor shall deposit Earnest Money Deposit (EMD) for an amount of Rs. 60,000/- in the form of an account payee DD / Pay order from a commercial bank in favour of "IDSA", payable at New Delhi alongwith the Tender document. The EMD will remain valid for a period of 180 days. EMDs of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. Any Tender not accompanied by Bid Security shall be rejected. EMD shall be forfeited if the bidder withdraws his bid during the period of Tender validity. EMD shall also be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required performance security within the time frame specified by IDSA.

8.2.4. These shall be addressed to the Estate Manager, Institute for Defence Studies and Analyses and sent at the Institute's address mentioned above either by Registered Post AD / Speed Post / By hand delivery at Tender Box kept at the reception office.

8.2.5. The Bidder (each member in case of joint venture/ consortium/partnership firms) shall furnish the details regarding total number of works completed in preceding three years, which were similar in nature and complexity as in the present contract requiring supply of trained man power to provide Security Services.

8.2.6 The firm should not have been blacklisted / debarred in any manner from any Govt. Department. A declaration on a stamp paper of Rs. 10/- should be attached with the technical bid.

8.3. Bid prices / Financial bid.

8.3.1. Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender price covers contractor's each & every obligation mentioned in or to be reasonably inferred from the Tender document in respect of the Security Services at IDSA. This includes all the liabilities of the contractor such as cost of uniform, name badges on the uniform of personnel, security accessories and all other statutory liabilities like Minimum Wages, ESI, PF contributions, service charges, all kinds of taxes etc. which should be clearly stated by the contractor.

8.3.2. The rates and prices quoted by the bidder shall be exclusive of Service Tax. Since, the contract will be for one year, the rates quoted will be firm throughout the year irrespective of any changes of any kind.

8.3.3. The rates quoted shall be responsive and the same should be inclusive of all statutory obligations such as Minimum Wages, ESI, PF contributions, service charges, all kinds of taxes etc. The offer of those prospective bidders which do not meet the Minimum wages, statutory requirements and other labour laws will be rejected.

8.3.4. Conditional bids/offers will be summarily rejected.

8.4. **Form of bid.** The Form of bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership firm, consortium or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

8.5. **Duration of Contract.** The contract is valid initially for one year and IDSA reserves the right to curtail or extend the validity of contract as agreed to by both the parties.

8.6. **Format and Signing of Bid.**

8.6.1. The bidder shall submit one copy of the Tender document and addendum, 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.

8.6.2. 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 or persons 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.

8.6.3. The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by IDSA, or are necessary to correct errors made by the bidder, in which case such corrections shall be signed and dated by the person or persons signing the bid.

9. **Submission of Bids.**

9.1.1. The bidder shall submit the Technical Bid in a separate sealed cover and the financial Bid in another sealed cover **duly superscribed** and these two sealed covers are to be put in a bigger cover which should also be sealed and duly **superscribed**.

9.1.2. The sealed cover of Technical Bid should consist the following documents:-

(a) Earnest Money Deposit for an amount of Rs. 60,000/- in the form of an account payee DD / Pay order from a commercial bank in favour of "IDSA", payable at New Delhi.

(b) Self-attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also;

(c) Self attested copy of PAN No. card under Income Tax Act;

(d) Self attested copy of Service Tax Registration Number;

(e) Self attested copy of Valid Registration No. of the Agency/Firm;

(f) Self attested copy of valid Provident Fund Registration Number;

(g) Self attested copy of valid ESI Registration Number;

(h) Self attested copy of valid Licence and Number under Contract Labour Act and under any other Acts/Rules;

(i) Proof of valid DGR sponsorship or proof of being run by Ex-serviceman/ex- Para-Military personnel if applicable;

(j) Proof of Average Annual turnover supported by audited Balance Sheet;

(k) Proof of experience supported by documents from the concerned organizations

(l) Duly signed Appendix & filled Annexures.

9.1.3. The sealed cover of Financial Bid should contain Price bid in original duly filled in figures and words in the given format.

9.1.4. All the sealed covers shall be addressed to the Estate manager, Institute for Defence Studies and Analyses, and will be put in the Tender Box which is available at the Reception office at the given address or by registered / speed post.

ADDRESS OF THE DEPARTMENT
Institute for Defence Studies and Analyses,
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9.1.5. The tender shall remain valid and open for acceptance for a period of 180 days from the last date of submission of tender.

9.1.6. Bids must be received at the address specified above not later than the date and time stipulated. The Institute, at its discretion, may extend the deadline for submission of bids in which case all rights and obligations of the Institute and the Bidder will remain same.

9.1.7. Any bid received by the Institute after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

10.1 **Bid Opening and Evaluation.**

10.1.1. The authorized representatives or a committee of the Institute will open the Technical Bids and evaluate the eligibility criteria of the firm to open its financial bid.

10.1.2. The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.

10.1.3. Conditional bids will also be rejected summarily.

10.1.4. Subsequently, the selected technical bids will be evaluated.

10.1.5. Financial bids of only the technically qualified bidders will be opened in the presence of qualified bidders or their representatives.

10.2 **Right to accept any Bid and to reject any or all bids.**

10.2.1. Institute is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.

10.2.2. Institute may terminate the contract if it is found that the contractor is black listed on previous occasions by the any of the Departments/Institutions /Local bodies/Municipalities/Public Sector Undertakings, etc.

10.2.3. Institute may terminate the contract in the event the successful bidder fails to furnish the Performance Security or fails to abide by the terms and conditions of the tender / agreement.

11. **Award of Contract.**

11.1.1. Institute will award the contract to the successful bidder whose bid has been found to be responsive, eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

11.1.2. Institute will communicate the successful bidder by facsimile confirmed by letter transmitted by post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Offer") shall prescribe the amount which Institute will pay to the contractor in consideration of the execution of services by the contractor as prescribed in the contract.

11.1.3. The successful bidder will be required to execute an agreement within a period of 7 days from the date of accepting the Offer Letter at his own cost.

11.1.4. The successful bidder shall be required to furnish a performance security deposit within 7 days of receipt of accepting the offer for an amount equal to 10 % of the total annual value of the contract in form of an Account Payee DD or Bank Guarantee in favour of IDSA, payable at New Delhi. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of performance Security shall also be extended by the contractor accordingly.

11.1.5. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of EMD.

12. All the columns should be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount quoted by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rates and amount may be written in such a way that interpolation is not possible. Blanks should not be left which may make the tender liable for rejection.

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TERMS AND CONDITIONS OF THE CONTRACT

1. The security personnel provided shall be the employee of the Contractor and all statutory liabilities will be paid by the contractor. The list of security staff to be deployed shall be made available to the Institute and if any changes are required by the Institute, fresh list of staff shall be made available by the agency after each and every change duly approved by the Estate manager.
2. The contractor shall abide by and comply with all the relevant laws, statutory requirements covered under Labour Act, Minimum Wages Act, Contract Labour Regulation & Abolition Act, ESI, EPF etc. with regard to the Security personnel engaged by him for work. It will be the sole responsibility of the contractor to provide details of manpower deployed by him to the Institute as well as Labour department.
3. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged. Also, equal amount of contribution from employer should be deposited for the current month with the respective PF authorities within 7 days of the next month every time. In any eventuality, if the contractor fails to remit employee/employer's contribution towards PF subscription within the stipulated time, the Institute is entitled to recover the equal amount from the money due to the Contractor under this agreement and deposit the same to the PF authorities.
4. The antecedents of security staff deployed shall be verified by the contractor from local police authority and an undertaking in this regard to be submitted to the Institute and Institute will ensure that the contractor complies with the provisions.
5. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the Department. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be enclosed. The Contractor has to give an undertaking, regarding payment of wages as per rules and laws in force.
6. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
7. Adequate supervision will be provided to ensure correct performance of the security services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.

8. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the designated officials of the Institute.
9. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Institute and shall not knowingly lend to any person or company any of the effects of the Institute under its control.
10. The security staff shall not accept any gratitude or reward in any shape.
11. The contractor shall have his own Establishment /set up/ mechanism/ Training institute to provide training aids or should have tied up with a training institute, with 2-3 Ex-Servicemen / Ex-Para Military Forces / Ex-Police personnel for training purpose at his own cost to ensure effective and satisfactory performance of his liabilities and responsibilities under the contract.
12. Under the terms of their employment agreement with the Contractor, the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.
13. That in the event of any loss occasioned to the Institute, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the Institute, the said loss shall be claimed from the contractor up to the value of the loss. The decision of the Head of the Department or its representative will be final and binding on the agency.
14. The contractor 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 Institute may issue from time to time and which have been mutually agreed upon between the two parties.
15. The Institute shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior approval by the Estate manager.
16. The contractor shall be responsible to maintain all property and equipment of the Institute entrusted to it.
17. The contractor will deploy three Security supervisors (Ex-Servicemen / Ex-Para Military Forces / Ex-Police personnel) & sixteen guards, shift-wise, per day, or as required by the Institute. The supervisor shall be required to work as per the instructions of the Estate manager. The number of manpower required is indicative and the actual number may vary.
18. The personnel engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges), failing which invites a penalty of Rs.500/- per occasion and habitual offenders in this regard shall be removed from the Institute. The penalty on this account shall be deducted from the Contractor's bills.

19. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Officers/Scholars/Staff/Visitors and should project an image of utmost discipline. The Institute shall have the right to remove any personnel in case of Scholar/staff /Visitors complaints or as decided by representative of the Institute if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement at short notice in such cases.

20. The eight hours shift generally will be from 0600 hrs to 1400 hrs, 1400 hrs to 2200 hrs and 2200 hrs to 0600 hrs. But the timings of the shift are changeable and shall be fixed by the Institute from time to time depending upon the requirements. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed. No payment shall be made by the Institute for double duties exceeding 10 % of the total duties, per month.

21. The Security personnel will have to report to the Institute's security office at least 15 minutes prior to the commencement of shift for handing / taking over, and to complete all other required formalities as approved by the Institute.

22. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws and Acts as applicable from time to time with regard to the personnel engaged by the contractor for the Institute.

23. The payment would be made by the Institute on a quarterly basis, based on the actual shift manned by the personnel supplied by the contractor and on the documentary proof jointly signed by the representative of the Institute and the contractor / his representative / personnel authorized by him. No other claim on whatever account shall be entertained by the Institute. The bills, if found in order in all respects, will be processed for release of payment within ten days after submission of bills.

24. Any damage or loss caused by contractor's personnel to the Institute in whatever from would be recovered from the contractor.

25. The Institute will give basic training / familiarization of the Security and door keeping services required to be done by the personnel deployed by the contractor under the contract for 2 to 3 days and this period will not be counted as shift manned by contractor's personnel for the purpose of payment under the contract.

26. (a) In case any of contractor's personnel deployed under the contract are absent, a penalty equal to double the wages of number of Guards/supervisors absent on that particular day shall be levied by the Institute and the same shall be deducted from the contractor's bills.

(b) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same, it will be treated as absence and penalty as mentioned in point 26(a) shall be levied.

(c) In case any public complaint is received attributable to misconduct /misbehaviour of contractor's personnel, a penalty of Rs.1000/- for each such incident shall be levied and the same shall be deducted from contractor's bill.

Further the concerned contractor's personnel shall be removed from the Institute immediately.

(d) If the contractor fails to commence / execute the contract as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, Institute reserves the right to impose a suitable penalty by forfeiting the EMD.

27. The contractor shall ensure that its personnel shall not at any time, without the consent of the Institute in writing, divulge or make any trust, accounts matter or transaction undertaken or handled by the Institute and shall not disclose to any information about the affairs of the Institute. This clause does not apply to the information, which becomes public knowledge.

28. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.

29. The contractor shall deploy his personnel only after obtaining the Institute's approval duly submitting curriculum vitae (CV) of these personnel. The Institute shall be informed at least one week in advance and contractor shall be required to obtain the approval from the Institute for all such changes along with their CVs.

30. **Force Majeure**. If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.

31. The contractor shall have his own Establishment/Setup/Mechanism etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

32. "NOTICE TO PROCEED / OFFER LETTER" means the notice issued by the Institute to the contractor communicating the date on which the work/services under the contract are to be commenced.

33. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the Institute for fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the Institute.

34. The contract period is one year from the date of the commencement (as mentioned in Notice to Proceed / Offer Letter). The contract may be extended as per the mutual agreement between both the parties.

35. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the Institute shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.
36. In the event of default in the payment with respect to wages of any person deployed by the contractor during the contract and if a claim is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Institute may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Institute from the contractor.
37. If any money shall , as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws or Regulations, be directed to be paid by the Institute, such money shall be deemed to be payable by the contractor to the Institute within seven days. The Institute shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
38. The contractor shall not engage any such sub contractor or transfer the contract to any other person in any manner.
39. The contractor shall indemnify and hold the Institute harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
40. The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act and Delhi Works Contract Act (wherever applicable).
41. The Contractor shall not employ any person below the age of 18 yrs and above 55 yrs. Manpower so engaged shall be trained for providing security services and fire fighting services before joining. Additionally, Institute will also train personnel in batches.
42. The contractor shall provide proof of Ex-Servicemen for the Supervisor's post and Institute shall get verified on its own. Security staff other than ex-servicemen shall be minimum 10th pass and training minimum of five days duration for providing security and fire fighting services.
43. The contractor shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Institute will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.
44. Security staff engaged by the contractor shall not take part in any staff union and association activities.

45. The contractor shall bear all the expenses incurred on the following items i.e. provision of torches with batteries, lathis/ballams, umbrellas, raincoats, stationary for writing duty charts, registers at security check points for recordkeeping as per requirements and other accessories to security staff.
46. The contractor will also provide walkie-talkie to each supervisor and to 40% of security guards to ensure fast communication between them.
47. The Institute shall not be responsible for providing residential accommodation to any of the employee of the contractor.
48. The Institute shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Institute does not recognize any employee employer relationship with any of the workers of the contractor.
49. 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 done by the agency under the tender, it shall be recovered by the Institute from the agency.
50. If any underpayment is discovered, the amount shall be duly paid to the agency by the Institute.
51. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Institute etc.
52. The contractor will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee in every 3 months.
53. The contractor shall disburse the wages to its staff deployed at the Institute by 7th day of every month through ECS or by Cheque in the presence of representative of the Institute.
54. The contractor should have round the clock control room service in Delhi along with quick response teams to deal with emergent situations.
55. **Obligation of the Contractor.** The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.
56. **Dispute Resolution.**
- (a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Principal Secretary / Secretary (of the Administrative Department), Government of NCT of Delhi.

(b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

(c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

57. **Jurisdiction of Court.** The courts at Delhi / New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

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TENDER FORM FOR PROVIDING SECURITY SERVICES

1. Brief Bio data of the Tenderer _____

2. Name, Address with Telephone _____
Number of the Firm/agency _____

3. Name, Designation, Address _____
and Telephone number of _____
authorized person of the Firm/ _____
agency. _____
4. Firm Registration _____
(Please enclose the copy) _____
5. Please specify as to whether _____
firm is sole proprietor / a. _____
partnership firm. (Enclose b. _____
documents for partnership deed) c. _____
6. PAN number & Income Tax _____
Return of financial _____
Years 2012 – 2015 _____

7. Provident Fund Account Number _____
(Please enclose the copy) _____
8. ESI Registration Number _____
(Please enclose the copy) _____

**Affix duly
Attested PP
Size
Photograph
Of the
Tenderer**

9. Service Tax Number _____
(Please enclose the copy)
10. License Number under Contract _____
Labour (R&A) Act. _____
(Please enclose the copy)
11. Details of earnest money deposited
- a) Amount Rs. _____
Rs.(in words) _____
- b) Bank Draft / Pay Order Number _____
- c) Date of issue of BD/PO _____
- d) Name of issuing Bank _____
12. Details of Past Experience in the _____
relevant Field. (Min 3 years) _____
Attach sheets if required. _____
13. Details of works in hand _____
Attach sheets if required. _____
14. Any other information _____
15. Declaration by the Contractor :-

This is to certify that I / we have read and fully understood all the terms and conditions mentioned in the tender document and undertake myself/ourselves to abide by them.

Signature of Tenderer

Name

Designation

Address

Phone (O)

(R)

Date

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SCOPE OF WORK

The contractor shall have to provide the security services at IDSA, New Delhi. The contractor shall ensure protection of the property of the Institute, prevent trespassing in the assigned area without arms, perform watch and ward functions including night patrol on the various points to prevent the entry of stray dogs, cattle, anti-social elements, unauthorized persons and vehicle into the campus of the Institute.

DUTIES AND RESPONSIBILITY OF SECURITY STAFF

1. Security Supervisor will be responsible for overall security arrangement of the Campus under the contract.
2. Security Supervisor will ensure that all the instructions of the Estate Manager are strictly followed without any lapse.
3. No outsiders are allowed to enter in the Campus without proper Gate Pass issued by the authorized officer of the Institute alongwith their names entered in Visitors book.
4. No items are allowed to be taken out without proper Gate pass issued by the competent authority as laid down in the contract or authorized by the employer for in-out movement of stores.
5. The officers and staff of the Institute will keep the Identity cards with them got checked for entry by the security personnel.
6. Deployment of Security Supervisors / Guards will be as per the instructions of the authorities of the Institute and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.
7. Security personnel deployed in the premises on holidays including national holidays and Sundays will be assessed as per actual requirement and the number of personnel may be suitably reduced.
8. Security Supervisor / Guard will also take rounds of all the important and sensitive points of the premises as specified by the Institute.
9. Security personnel shall also ensure door keeping duties.
10. The Guards on duty will also take care of Govt & private vehicles, scooters / motor cycles / bicycles / four wheelers parked in the parking area located within the premises of the Institute.

11. Entry of the stray dogs, cats and cattles into the premises is to be prevented. It should be at once driven out.
12. The Guards on patrolling duty should take care of all the water taps, valves, water hydrants, etc. installed in the open areas throughout the premises.
13. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattles or any other animal.
14. The Security Guards/Supervisors will be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting material available on the spot. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities.
15. In emergent situations, security staff/supervisor deployed shall also participate as per their role defined in the disaster management plan, if any, of the Institute. Guards/Supervisors should be sensitized for their role in such situations.
16. The Security Supervisor/Guards are required to be very courteous and show maturity to all the visitors especially female visitors.
17. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
18. Any other provisions as advised by the Institute may be incorporated in the agreement. The same shall also be binding on the contractor.

ANNEXURE-III

INSTITUTE FOR DEFENCE STUDIES AND ANALYSES
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DETAILS OF REQUIRED MANPOWER

Shift Timing	Number of Security Supervisor / Security Guard with location								Total
	Gate1		Gate2	Block A/B/C	Office Basement 0900 – 1700 H	DG Residence	Library 0930 - 1730 H	Office Reception	
	Sup	Guard	Guard	Guard	Guard	Guard	Guard	Guard	
0600 – 1400 H	1	1	1	1	1	1	1	1	1+7
1400 – 2200 H	1	1	1	1	-	1	-	1	1+5
2200 – 0600 H	1	1	1	1	-	1	-	-	1+4
						Total	Security Guards		16
						Total	Security Supervisor		3

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CHECK LIST FOR TECHNICAL EVALUATION

SL	Documents required	Page No of document
1.	Earnest Money Deposit (EMD) of Rs..... (in words) in form of DD / PO issued by any commercial bank in favour of IDSA, New Delhi valid for 180 days.	
2.	One Self attested recent passport size photograph of the Authorised person of the firm /agency, with name designation, address, and office telephone No, If the bidder is a partnership firm, name designation, address and office telephone No of Director/partner also.	
3.	Undertaking on a stamp paper of Rs 10/- (Rupees Ten only) as per format prescribed in Annexure-V)	
4.	Self –attested copy of the PAN card.	
5.	Self attested copy of Service Tax Registration No	
6.	Self attested copy of valid Registration number of the firm/Agency	
7.	Self attested copy of valid provident fund registration number	
8.	Self attested copy of valid ESI Registration No	
9.	Self attested copy of valid License No Under Contract Labour (R&A) Act, 1970	
10.	Proof of valid DGR sponsorship or proof of being run by Ex-service man /Ex-paramilitary man (if applicable)	
11.	Proof of experience of last three financial years alongwith satisfactory performance certificate from the concerned employers	
12.	Annual returns of previous three years supported by audited balanced sheet	
13.	Annual Turn Over (in Lakhs)	
14.	Man Power on Roll	
15.	Experience of running security Services	
16.	Volume of work done during last three financial years	
17.	Single work of more than 20 lakhs during last three years	
18.	If certified for ISO 9001, Attach copy.	
19.	Any other document, if required	

Note : Photocopies of all necessary documents duly self-attested must be attached for verification of the information provided.

Signature of the bidder with seal _____

Name and address of the bidder _____

(ON A STAMP PAPER of Rs.10/-)

UNDERTAKING

To,

Estate Manager

Institute for Defence Studies and Analyses

No 1 Development Enclave,

Rao Tula Ram Marg, Delhi Cantt - 110010

Name of the firm/Agency_____

Name of the tender_____ Due date:_____

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document. Before signing this bid, I have read and fully understood all the terms, conditions and instructions contained therein and undertake myself/ourselves to abide by them.
2. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions and any other charges applicable from time to time. I/We shall pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government of NCT Delhi from time to time and shall be fully responsible for any violation.
3. I/We have not been blacklisted by any Govt / PSU / autonomous body of any state as well as central Govt.

(Signature of the Bidder)

Name and Address of the Bidder.

Telephone No

ANNEXURE-VI

INSTITUTE FOR DEFENCE STUDIES AND ANALYSES
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FINANCIAL BID FOR SECURITY SERVICES

To be filled properly, reasonably and submitted in a **separate sealed envelope** marked as Financial bid within the main envelope. Open financial bids will be rejected. The Rates should be filled in prescribed format without service tax and including ESI, EPF, EDLI, etc.

SL	Designation	Manower Required per day	Rates per person per Shift in Rs.	Monthly Amount in Rs.	Yearly Amount in Rs.
			(Inclusive of all Statutory Components, taxes except Service Tax)		
1	Security Guard for 8 Hrs	16			
2	Security Supervisor for 8 Hrs	3			
			Total		

Total Amount Quoted (in words) Rupees.

Note.

1. The amount quoted should be exclusive of service tax. Conditional Tenders will be rejected.
2. All taxes, statutory components & accessories for security duties may be catered for while quoting the rates.

Signature of the Bidder _____

Name and Telephone No _____

Name of the Agency with Seal _____