No.1 Development Enclave, Rao Tula Ram Marg, Delhi Cantt, New Delhi – 110 010

GENERAL INSTRUCTIONS TO BIDDERS

1. <u>General</u>. The present tender is being invited for providing Security Services under which the contractor shall provide uniformed and trained personnel and use its best endeavors for providing security to the campus buildings, equipment, material, monitoring and surveillance. The Security Supervisor (03) will be considered under Skilled Category whereas Security Guards (16) under Semi-skilled category as defined in Minimum Wages Act.

2. Eligible bidders.

- 2.1 All security agencies that are providing similar kind of services for the last three consecutive years, having average annual turnover of Rupees Forty Five Lakhs during last three financial years in the books of account.
- 2.2 The bidder shall have the experience of completing three similar contracts 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.

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 under the Income Tax Act.
- 3.5 Bidder must submit a copy each of all documents required, duly self-attested, along with technical bid of the tender.
- partnership of (each member in case 3.6 Each Bidder 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. <u>One bid per bidder</u>. Each bidder shall submit only one quote only 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 is free of cost.
- 6. <u>Visit to IDSA</u>. The bidder is required to provide security services to the Institute and is advised to visit and acquaint himself with the operational system or otherwise, 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 bids for providing Security Services at IDSA. The Tender document comprises of:



(a) E Tender Notice.

(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 Bid for providing Security Services (Annexure-VI)
- 7.1.2. The bidder is expected to note and abide by 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 last date given in the notice, shall upload on TCIL website and submit his bid.
- 8.2.2. One copy of the Tender document and addendum, if any, thereto with each page signed and stamped and dated, shall be annexed to acknowledge the acceptance of the same.
- 8.2.3. Earnest Money Deposit: Bidders are required to submit Earnest Money Deposit (EMD) along with their bids. While submitting the bid, the vendor shall deposit Earnest Money of Rs. 105,000/- by demand draft / PO favoring "IDSA" payable at New Delhi. No other mode of remittance shall be accepted. EMD is to remain valid for a period of 90 days beyond the final bid is accepted. EMD 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. The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered MSME, etc. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender. The bidders found without EMD are liable for outright rejection.
 - 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 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 non-judicial stamp paper of Rs. 10/- should be attached with the technical bid.

8.3. Financial bid.

8.3.1. Bidder shall quote the rates in Indian Rupees for the entire contract as a 'single responsibility' basis such that the financial bid 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, EPF contributions & Bonus, etc. which should be clearly stated by the contractor.



- 8.3.2. The rates and prices quoted by the bidder shall be exclusive of GST. Since, the contract will be for one year, the rates quoted will be firm throughout the year irrespective of any changes of any kind. Any increase in minimum wages during the period shall also be kept in mind while bidding.
- 8.3.3. The rates quoted shall be responsive and the same should be inclusive of all statutory obligations such as Minimum Wages, ESI, EPF contributions & Bonus, service charges, 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 shall be valid for One year from the date of signing of contract which will be subject to further extension at the discretion of the competent authority before expiry of the contract as mutually agreed terms and conditions, subject to satisfactory performance as per minimum wages of Govt.of NCT Delhi latest notification for the that period or as may be agreed to. The contract can be cancelled unilaterally by the Institute in case service is not rendered satisfactorily.

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 Upload/submit the bid as per NIT.



- (a) Earnest Money Deposit: Bidders are required to submit Earnest Money Deposit (EMD) along with their bids. While submitting the bid, the vendor shall deposit Earnest Money of Rs. 105,000/- by demand draft / PO favoring "IDSA" payable at New Delhi. No other mode of remittance shall be accepted. EMD is to remain valid for a period of 90 days beyond the final bid is accepted. EMD 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. The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered MSME, etc. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender. The bidders found without EMD are liable for outright rejection.
- (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. under Income Tax Act;
- (d) Self attested copy of GST 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 **PSARA License** and Number under Contract Labour Act and under any other Acts/Rules;
- (i) Proof of Average Annual turnover supported by audited Balance Sheet for the last three financial years;
- (k) Proof of experience supported by documents from the concerned organizations
- (I) Duly signed Appendices & all the filled Annexures.
- 9.1.3. 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 speed post only.

ADDRESS OF THE DEPARTMENT

Institute for Defence Studies and Analyses, No. 1 Development Enclave, Rao Tula Ram Marg, Delhi Cantt, New Delhi-110 010

9.1.5. The tender shall remain valid and open for acceptance for a period of 90 days from the last date of submission of tender.



- 9.1.6. Details 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.
- 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 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 representative(s).

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 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 10 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 working 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 or 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.

