

**LAKSHMIBAI NATIONAL INSTITUTE OF PHYSICAL EDUCATION, GWALIOR
(DEEMED TO BE UNIVERSITY)**

No.: Estate/Security/29/2020-21/12

27th July, 2021

NOTICE INVITING TENDER
FOR AWARD OF ANNUAL CONTRACT OF SECURITY SERVICES IN ENTIRE CAMPUS OF
INSTITUTE

The Institute invites sealed tenders from reputed security agencies under two-bid (Technical and Price) system for **“award of annual contract of security services in entire Campus of Institute”** through deployment of trained security guards at Mela Road, Gwalior for a period of one year, who fulfill the criteria as laid down in tender form. The particulars and schedule of tender is as under:-

Tender fee	Nil (document to be downloaded from website of Institute or CPPP)
Estimated cost	Rs. 150 lakh
Earnest Money Deposit	NIL (Bid Security Declaration to be submitted in form at Annexure - B)
Likely date of commencement & deployment of security guards	01.10.2021 – 12.00 mid-night.
duration	1 year extendable for maximum period of two years on yearly basis.
Last date and time for submission of tenders	31.08.2021 till 3.00 PM
Date and time for opening of technical bids	31.08.2021 at 4.00 PM
Date and time for opening of price bids of technically qualified bidders	To be intimated separately.

The interested firms, who are eligible as per eligibility conditions of the tender, given in the tender document, may submit their tenders in the prescribed formats along with all information, documents, by speed post or registered post or by hand, so as to reach/drop in the tender box at the office of Deputy Registrar (Estate), LNIPE, Gwalior by 3.00 PM on **31.08.2021**.

The detailed tender document-cum-form is available on the web-site of Institute w.w.w.lnipe.edu.in as well as CPPP Portal, which forms integral part of this NIT and may be downloaded for submission.

A. S. Swain
27/07/21
REGISTRAR

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**LAKSHMIBAI NATIONAL INSTITUTE OF PHYSICAL EDUCATION, GWALIOR
(DEEMED TO BE UNIVERSITY)**

TENDER DOCUMENT FORM
FOR AWARD OF CONTRACT FOR SECURITY SERVICES IN ENTIRE CAMPUS OF THE INSTITUTE

A. ELIGIBILITY CRITERIA:

- (i) Having the license/registrations required under the following Acts, valid as on the date of bidding:-
- a) Incorporation as a company registered under Indian Companies Act or a corporate body legally constituted or partnership firm register under the Indian Partnership Act or Proprietary concern (copies of supporting documents to be enclosed);
 - b) The Private Security Agencies (Regulation) Act 2005 issued by the competent authority of Govt. of Madhya Pradesh for running the business of private security in Gwalior (copy to be enclosed) ;
 - c) The Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (copy of one latest online ECRs with EPF remittances to be enclosed);
 - d) The Employees' State Insurance Act, 1948 (copy of one latest ESI remittances along with Challan to be enclosed);
 - e) CGST / SGST Act (Registration along with one latest GST Return to be enclosed);
 - f) Income Tax Act (copy of PAN Card to be enclosed);
 - g) The Contract Labour (Regulation & Abolition) Act, 1970 issued by the competent authority (copy of Registration to be enclosed);
- (ii) Having at least five years experience as security agency (certificate of incorporation, which should be at least five years old along with a list of organizations with number of security guards provided to big organizations in support of the same, it needs to be furnished);
- (iii) Average Annual financial turnover during the last 3 years, ending 31st March 2020, should be at least 80% of the estimated cost (enclose "Certificate of Turnover" issued by a Chartered Accountant in the format prescribed herein at Annexure - C, along with balance sheets of these three years along with Income Tax Returns);
- (iv) Experience of having successfully/satisfactorily completed similar contract i.e. **"award of annual contract of security services in entire Campus of Institute"** during last 7 years (up to June 2021) in Government Organizations/PSUs/Autonomous Bodies/Govt. Educational Institutions, as under:-
- Three similar completed works each costing not less than the amount equal to 40% of the estimated cost;
- OR
- Two similar completed works each costing not less than the amount equal to 50% of the estimated cost;
- OR

One similar completed work costing not less than the amount equal to 80% of the estimated cost.

(copies of work orders as above with their respective contract completion certificates to be enclosed).

- (v) The bidder has an office at Gwalior with effective communication facilities like telephone, vehicles, e-mail etc. and manned to ensure quick response (documentary evidence in this regard to be submitted). Otherwise, the bidder is required to submit an undertaking to the effect that they will open an office at Gwalior with aforesaid facilities within one month from the date of commencement of contract, if awarded to them;
- (vi) The bidder company has its own Bank Account (details of account along with statement of last one month to be furnished);
- (vii) The bidder has at least 200 permanent/regular security guards on their rolls (organization-wise list and documentary evidences of payment of wages of previous one month by NEFT along with names of personnel on roll to be furnished);
- (viii) A declaration to the following effect is required to be submitted on affidavit on non-judicial stamp of Rs. 100/- that
 - a) The Agency is compliant of all statutory obligations under the Private Security Agencies (Regulation) Act 2005 as applicable in the State of Madhya Pradesh as on the date;
 - b) There is no pending case before any Court of law against the Proprietor / firm / Partner or the bidder company;
 - c) The bidder has not defaulted from the payment of statutory dues like EPF, EST, GST, Income Tax etc. during the last three years;
 - d) The bidder is not blacklisted by any Government Organization/PSU/Autonomous Body/Govt. Educational Institute during last three years, nor has any of its contracts have been terminated before expiry of term during the last three years.

B. TENDER FORM COST & EARNEST MONEY DEPOSIT:

1. There is no cost of tender document, which may be downloaded from website of Institute or CPPP.
2. EMD is also NIL for which, the bidders are required to submit Undertaking in prescribed Performa at **Annexure - B.**
3. The bidder of a bidder will be blacklisted if it refuses to take up the work awarded, or fails to furnish performance security on its selection for the award of work.

C. PROCEDURE FOR SUBMISSION OF BIDS:

1. Tenders will be required to be submitted in a main sealed envelope super scribed as **“award of annual contract of security services in entire Campus of Institute”** through deployment of security guards (without arm), in the tender box kept in the office of Deputy Registrar (Estate) by 3.00 PM on **31.8.2021**.

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2. The tenders may also be sent by speed post / registered post / courier by clearly mentioning the above subject ("**award of annual contract of security services in entire Campus of Institute**") and addressed to **the Registrar, LNIPE, Mela Road, Shaktinagar, Gwalior 474 002 (MP)** in such a manner that the same are reached by 3.00 PM on **31.08.2021**.
3. Any tender received after the prescribed deadline, will be rejected.
4. The main tender envelope should contain three sealed envelopes as under:-
Envelope No. 1 - Containing "**Technical Bid**" as per **Annexure 'A'** along with all required documents (Write – "**Technical Bid**" on envelope), and EMD declaration as per **Annexure – 'B'**.
Envelope No. 2 - Containing "**Financial Bid**" in format as per "**Annexure 'D'**" (Write – "**Financial Bid**" on envelope).
5. All pages of the technical bid and price bid shall be duly page-numbered.
6. The conditional bids will not be accepted.
7. The Institute may, for any reason, modify the tender document by suitable amendments, through the website of Institute at any time prior to the opening of technical bids, for which, no separate communication will be sent to the prospective bidders.
8. The supervisory charges/profit margin are required to be offered in percentage, to be written in numerical as well as words in the columns provided for the purpose.
9. If a bidder quotes "Nil" or "below 1%" charges as supervisory charges/profit margin in the Financial Bid, then the bid shall be treated as un-responsive and accordingly, will not be considered.
10. The bidders must ensure that all entries in the tender form are legible and filled clearly, and all pages of the technical bid and price bid are signed by an authorized representative of the bidder firm.
11. Any over-writing or correction or cutting in the filled-in tender form, will make it liable to be summarily rejected.
12. The bidders are required to visit the site and inspect the campus in question before submission of their bids so as to fully assess the requirements for security of entire campus, before submitting offers. This is required to be declared by the bidders in the technical bid format.
13. The bidders will observe the highest standard of ethics during the bidding process. The Institute reserves the right to reject a tender if it is found that the tenderer has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, or undesirable act in the tendering process.

14. The eligibility of bidders shall be examined only on the basis of documents submitted by them in the tendering process.
15. Decision of the competent authority of the Institute shall be final and acceptable to the bidder.
16. The Institute reserves right to call for any document(s) original to verify the veracity of the documents submitted by the bidders.
17. The tenders shall remain valid for acceptance for a period of 180 days from the date of opening of tenders.

D. OEPNING OF BIDS:

1. The inner envelopes containing technical bids will be opened first on **31.8.2021** at 4.00 PM in LNIPE, Gwalior in the presence of the bidders or their authorized representative(s), if any.
2. The inner envelope containing financial bids of only technically qualified bidders will be opened in the presence of such bidders or their authorized representative(s), present if any. The date and time will be intimated to the qualified bidders separately.
3. In case the office is closed on the said dates for any reason, then opening will be made on the next working day at the same time.

E. REJECTION OF BIDS:

1. The bid of a bidder will be rejected, if not meeting all the requisite criteria stated hereinabove and furnished in the tender document;
2. Canvassing by a bidder in any form whatsoever, may invoke summary rejection of its bid.
3. The bidders will have comply with the conditions mentioned in the tender document and accordingly clearly fill the same in the formats (Technical and Financial), failing which, the Institute reserves the right to reject the same.
4. Un-signed or incomplete filled-in tenders shall be summarily rejected.
5. The Institute reserves the right to reject any or all tenders without giving any notice or assigning reason thereof.
6. No correspondence shall be made with those bidders, who are rejected on the basis of their technical bids.
7. The decision of the competent authority of the Institute shall be final and acceptable to the bidder.

F. PERIOD OF CONTRACT:

1. The contract is likely to commence from **1.10.2021** and would be awarded for a period of one year on the terms and conditions of tender document.

2. The Institute reserves right to re-award the contract for a further maximum period of two years on yearly basis subject to satisfactory performance of contractor firm during the preceding period/year and upon acceptance of the contractor to accept re-award of work on the same terms and conditions.
3. The contract may be curtailed / terminated before the stipulated contract period at any time on account of deficiency in service by the security agency.
4. The contract shall automatically expire on completion of its period, unless extended further as stated hereinabove.

G. PERFORMANCE SECURITY:

1. The successful bidder firm shall be issued Letter of Intent (LoI), which would constitute work order.
2. The successful bidder shall, within 10 days of issue of the LoI, be required to furnish its written acceptance to the Institute along with a non-judicial stamp paper of Rs. 100/- (for signing agreement with the Institute) and performance security equivalent to 10% of the total estimated cost as stipulated in the tender form by Bank Draft/Bankers Cheque in favour of Registrar, LNIPE, Gwalior payable at Gwalior or through RTGS in LNIPE Bank Account, or by submitting a Fixed Deposit Receipt in the name of Registrar, LNIPE, Gwalior, which must however be valid at least for a minimum period of sixty days beyond the date of completion of all contractual obligations of the contractor.
3. The performance security is refundable after expiry of sixty days from the date of successful/satisfactory completion of contract period or extended period, if any, on written request by the contractor in this regard, after discharge of all the contractual obligations by the contractor to the satisfaction of the Institute, otherwise it will be subjected to adjustment to such extent.
4. No interest shall be payable on the amount of performance security.
5. In case of breach of any terms and conditions stipulated in the tender document or agreement, the Performance Security Deposit will be liable to be forfeited by the Institute, besides annulment of contract and black list of contractor.

H. MANPOWER REQUIREMENT:

1. The contractor agency will be responsible for security of entire campus through deployment of 40 trained security guards (without arms) in all (including relievers) in three shifts each of 8 hours as under:-

i)	1 st shift	-	0600 hours to 1400 hours
ii)	2 nd shift	-	1400 hours to 2200 hours
iii)	3 rd shift	-	2200 hours to 0600 hours
2. The contractor will nominate one of the trained security guards as Captain in each shift with due intimation to the Institute.

3. The timings of shifts, number of security points and security guards may however, be subject to change by the contractor agency in consultation with the Institute, keeping security aspects into consideration.
4. The number of trained security guards may be increased or decreased by a maximum of 20% of number of guards in the present tender on pro-rata basis, depending upon requirement from time to time.
5. Minimum 40% of total numbers of deployed security guards, shall be Ex-serviceman.
6. The civilian security guards, shall be High School pass.
7. The upper age limit of deployed guards will be 50 years (for civilians) and 55 years (for ex-serviceman) and the contractor will be required to discontinue deployment of guards as and when they attain the prescribed age-limit.
8. No person of less than 18 years of age, shall be deployed as security guard.
9. The Institute has no objection, if the existing security guards, if eligible, are deployed by the contractor subject to their mutual acceptance and on agreeing to be governed by the present tender document.
10. The security agency shall provide adequately trained, well-disciplined, physically fit and alert persons as security guards.
11. All the trained security guards deployed on duty in the Institute shall be able to read and write in Hindi language.
12. A person will be deployed as trained security guard in the Institute only after ensuring that he is imparted prescribed training and skills, as prescribed under the PSARA Act, 2005 as amended from time to time.
13. The deployed security guards must have an impressive bearing and mentally fit with sound appearance and should not be suffering from any contagious disease.
14. The contractor shall not deploy a person as security guard in the Institute, who is medically unfit for security duties.

I. DUTIES & RESPONSIBILITIES OF THE SECURITY AGENCY:

The contractor firm will have overall responsibility for round-the-clock security of entire campus of the Institute by deployment of a total of 40 trained security guards (without arms), who will be required to mainly perform the following duties:-

1. To check, control and facilitate entry of Staff/Workers/Authorized Personnel of Institute and other visitors with due permission of concerning officers/sections;
2. To check, control and facilitate the movement of vehicles and entry/exit and maintain records thereof with time-keeping;
3. To check and facilitate the movement of material/equipment with appropriate gate passes/authority letters/challan and maintain records thereof. They shall be entirely responsible for theft of movable items such as bathroom fittings, fans, exhaust fans, fire extinguishers etc. from the official buildings;

4. To perform the work of frisking/searching of visitors, if so required;
5. To provide security to moveable and immoveable properties of Institute within the campus;
6. To ensure that there is no suspicious persons/objections/unidentified/unclaimed article in the campus;
7. To ensure that all the electrical equipment/instruments/lights and fans, being part of the office and academic buildings, are switched-off at the time of closure of the offices/class-rooms etc.;
8. To ensure that all the offices and academic buildings/class rooms are locked at their closure, and opened at the beginning of office hours and their keys are kept safely;
9. To look after any other security arrangement within the Institute campus;
10. To ensure quick response in case of noticing fire any-where in the entire Institute campus. The security guard(s) on duty are required to alert the officials of Institute on duty immediately and assist in firefighting operations. In the event of fire before or after office hours, on duty security guard(s) will immediately inform the nearest Fire Station as well as Security Officer/Security Inspector of the Institute;
11. To ensure that they have adequate knowledge about operating fire extinguisher;
12. To attend the visitors, dignitaries and officers/experts as per instructions by the Institute from time to time;
13. To go on escort duty along with dignitaries, officers etc. as instructed by the Institute from time to time;
14. The security personnel must be in proper neat and tidy uniform and having display of their ID card issued by the contractor with name and photo for identification purpose.
15. The security guards should be polite but firm, cordial, positive, disciplined and efficient, while handling the assigned security work.
16. The security guards are not permitted to use smart phones while performing duty in the Institute;
17. The guards shall not leave the place of their respective duty in any circumstance, until and unless required to do so by the competent authority or properly relieved by their relievers;
18. The security agency shall change or replace the security guard(s), if required and desired by the Institute and it shall not be necessary for Institute to assign any reason on this account.
19. The security agency shall ensure compliance of all government Rules like minimum wages, Acts and Regulations applicable to such deployed persons from time to time. The Institute will have no liability in respect of matters connected with their employment in any manner. Any dispute between the security agency and its employees will be the sole responsibility of the Agency itself.
20. The security agency shall provide complete, continuous, round the clock security as per the shift timings prescribed hereinabove, through deployment of prescribed number of security personnel as per terms and conditions of the tender.
21. The security agency shall always maintain ratio of Ex-servicemen and civilian personnel being deployed by them in the Institute including age-limits, as prescribed in the tender document.

22. The security agency shall maintain all statutory Registers, records etc. under the laws in force from time to time during the period of contract and produce the same, on demand, the concerned authority or Institute.
23. The aforesaid duties are however illustrative and not exhaustive. As such, the security guards are required to perform additional duties, which are not mentioned hereinabove or elsewhere in the tender document but within the jurisdiction of a security guard.

J. PAYMENT OF WAGES:

1. The contractor shall arrange disbursement of wages to all the trained security guards (without arms) deployed in the Institute by 7th of succeeding month only through bank transfer (NEFT). Payment of wages in cash will not be accepted.
2. The wages of so deployed trained security guards is linked to Central Wage Rates. Hence, the contractor shall make the payment of wages as prescribed by the Chief Labour Commissioner (Central), Govt. of India, New Delhi with respect to employees employed in Watch and Ward (without arms) for Gwalior city from time to time.
3. The contractor shall inform the Institute about revision(s) of wages made by the Chief Labour Commissioner (Central), Govt. of India, New Delhi from time to time, and will also ensure disbursements accordingly, and in such cases, the Institute will reimburse the differential amount, as required from time to time.
4. All the payments made by the contractor to its deployed trained security guards shall be open for inspection / verification by the Institute for its satisfaction at all times.
5. In case the Institute receives any complaint with respect to less disbursement of wages or any kind of malpractice, then the Institute will inquire into the matter and take appropriate action in the matter, which will be binding on the contractor.
6. The contractor firm shall also be solely responsible for timely payment of wages, leave rest etc. as per laws in force and the Institute will not be responsible in any manner in this regard.
7. The security guards will be employees of the contractor firm and shall not be the employees of the Institute and it shall in no case, pay them the wages less than the minimum mandated rates, as per the Central Wage Rates / Minimum Wages Act.
8. The contractor will be solely responsible for all remittances on account of welfare measures like EPF, ESI etc. as required under the laws in force from time to time.

K. SUPERVISORY CHARGES/PROFIT MARGIN PAYABLE TO CONTRACTOR:

1. The bidders are required to only offer the Supervisory charges/profit margin in percentage (%) of the Basic Wages + VDA in the Financial Bid.
2. The supervisory charges/profit margin will be payable on the basic wages as prescribed by the Chief Labour Commissioner (Central), Govt. of India, New Delhi from time to time for the respective category of labourers applicable for Gwalior City, and as paid by the contractor to its deployed personnel. In other words, the components like VDA, EPF (Employer Share), ESI (Employer Share) etc. will not qualify for calculation of supervisory charges/profit margin.
3. The supervisory charge/profit margin shall remain fixed in percentage, during the entire contract period including extended period and/or re-award of the work, as the case may be.

4. The supervisory charge/profit margin should be quoted as a certain % either in whole number or in decimal number with maximum two digits after decimal point.
5. The selection of bidder shall be made on the basis of the lowest supervisory charges/profit margin quoted by them.
6. In case of equal charges quoted by two or more eligible bidders, the bid of such bidder would be accepted, whose average annual turnover of previous three years as per the audited Annual Statement of Accounts submitted, is highest.
7. If a bidder quotes "Nil" or "below 1%" charges as supervisory charges/profit margin in the Financial Bid, then the bid shall be treated as un-responsive and accordingly, will not be considered.
8. The supervisory charges/profit margin will include profit of contractor and all the statutory obligations of the bidder under Minimum Wages Act, Contract Labour (R&A) Act, Gratuity, weekly-off, replacement charges, cost of uniform and other related expenditures like uniform, material for duty, medical fitness tests, character/antecedent verification, Labour License, administrative charges for welfare measures (EPF, ESI), GST etc.
9. Other than the said amount, nothing additional will be paid by the Institute, except the Bonus, which shall be reimbursed as per the relevant statutory provisions on submission of bill along with documentary evidence of its payment to the labourers online through NEFT (as is being done in the matter of payment of wages).
10. The Institute reserves right to call for justification of offered supervisory charges/profit margin from the bidders.

L. OTHER TERMS & CONDITIONS OF CONTRACT:

1. The security agency will apply to the Regional Labour Commissioner (Central), Ministry of Labour, Govt. of India, Bhopal for obtaining a labour license to undertake Security Services in the Institute and submit a copy of the License to the Institute within 30 days from the date of award of the contract, failing which the contract shall automatically stand terminated and EMD or performance security, as the case may be, will stand forfeited.
2. The contractor will also be required to ensure renewal of validity of aforesaid licenses as and when become due, and submit their copies to the Institute from time to time, without any reference or request from the Institute.
3. The contractor will deploy a person as trained security guard in the Institute only after ensuring that he is imparted or prescribed training and skills, as prescribed under the PSARA Act, 2005 as amended from time to time.
4. The deployed security guards must have an impressive bearing, physically and mentally fit, sound and alert and should not be suffering from any contagious disease.
5. The contractor shall not deploy a person as security guard in the Institute, who is medically unfit for security duties.
6. The contractor will also get medical fitness tests of all its deployed security guards in the Institute once a year and submit reports to the Institute. Any person found medically unfit, will not be deployed by the contractor.

7. The contractor shall submit UAN of all the deployed trained security guards within 3 months from the date of deployment from time to time.
8. The contractor shall issue Identity Cards to all its deployed security guards in the Institute, which they should wear /display with proper uniform.
9. The contractor will install his own biometric attendance system for proper attendance and at the end of month, attendance be submitted to the Security Inspector for verification.
10. The contractor firm shall be solely responsible for timely of wages, leave rest etc. as per laws in force and the Institute will not be responsible in any manner in this regard.
11. The contractor shall be solely responsible for redressal of the grievances of disputes relating to the persons deployed by them. The Institute shall, in no way, be responsible for settlement of such issues whatsoever.
12. The security agency shall be responsible for security of entire campus including boundaries, buildings, parks, and vehicles in the parking areas, fittings, fixtures, stores and equipments and office records, except the personal belongings in the residential bungalows/quarters.
13. The contractor agency shall arrange for surprise checks (during day and night) to check the alertness and attentiveness of their deployed security guards and take corrective actions, if considered necessary, with due intimation to the Institute. Any authorized representative of Institute may also make such surprise check at any time and on finding any lapse, it will be informed to the contractor for appropriate actions on their part.
14. The contractor firm shall maintain Register(s) on all the entry / exit gates through their deployed security guards, which shall invariably contain particulars and timings of man, materials, vehicles etc. coming in the Institute and going out. A copy of so maintained register shall be submitted to the Institute on monthly basis along with the contractor's bill for payment.
15. The security agency shall be responsible and liable for all losses/damages caused to the Institute and its property on account of negligence, carelessness or dereliction of duty directly or indirectly on the part of security guards, and accordingly shall make such losses good, up to the satisfaction of the Institute.
16. The contractor agency will ensure verification of character and antecedents of the deployed security guards through the Police before their induction/deployment in the Institute from time to time and further all the documents of police verification within a period of one month along with their bio-data with attested photographs of all deployed security guards.
17. The agency will carry-out police verifications thereafter, on interval of every six months on their expenses and submit documents to the Institute.
18. The contractor will provide a list of all personnel deployed as trained security guards in the Institute campus with their permanent and present address along with their latest photographs. The contractor will be responsible for all acts of commission and omission on the part of the manpower engaged by them. The Institute shall not be responsible in any manner whatsoever, in the matters of injury/death/health etc. of the deployed personnel while performing duties under the contract.
19. The Institute will not provide any transport, canteen, medical or other facilities to the security guards.

20. The security agency will be responsible for security of all the incoming and outgoing material and for maintaining records of such materials in the Registers at entry / exit gate(s).
21. The security agency will provide all the essential items required for maintaining security like Lathis, torches, whistle, etc. to the deployed security guards.
22. The security agency will provide proper summer and winter uniforms (shirt, trouser, Monkey cap, jersey woolens, overcoat, raincoat, shoe, belt, badges etc.) to all the deployed trained security guards on its expenses.
23. The security agency shall provide uniform to the security personnel and ensure that they wear the neat and clean uniform while on duty and remain alert during the duty hours. The Uniform is to be worn by the staff at all time during the deployment and shall be in good condition. The security agency shall provide necessary accessories along with uniform to the deployed security personnel at his own cost. The details of Uniform to be provided per annum per security personnel is as follows:-
 - a. Two Shirts and two pair of trousers for male guards.
 - b. Two pair of appropriate uniform for female guards.
 - c. One pair of shoes/Gum boots and two pair of socks.
 - d. One name Plate.
 - e. Two Caps, one Belt.
 - f. One Raincoat.
 - g. Torch, Baton and Whistle (one each guards).
 - h. I-Card with Photo.
24. The security agency shall ensure that persons deployed by them will not indulge in any criminal activities, malpractices or undesirable act or any act, which is not in consonance with the terms and conditions of the tender and any act contrary to the directions issued by the Institute to the Agency from time to time. In case of any breach on the part of the Agency and/or its employees, the liability of the Agency shall be absolute and as such, the Institute shall not be liable for any criminal or civil liability in any manner whatsoever.
25. The security agency will provide weekly off to its deployed security guards and deploy reliever in his/her place.
26. The security agency shall ensure that no security point is unmanned at any time and if a security guard on duty is on leave or absent, a substitute shall invariably be posted there.
27. The security agency shall provide monthly pay-slips duly indicating details of basic wages, VDA, as also, details of deductions and furnish copies thereof along with monthly bills being submitted to the Institute.
28. The security agency will be solely responsible for timely disbursement of wages to its employees and also remittances of EPF, ESI, GST etc. within the stipulated time period for these purposes and it will bear all liabilities of penalties etc. on this account.

29. The security agency is also responsible for ESI cards to be granted within three months after verifying family details.
30. The contractor shall be solely responsible for all the legal obligations on staff employed by it in the Institute and comply with the provisions of Contract Labour (Regulation & Abolition) Act 1970, ESI Act, Workman's Compensation Act 1923, Payment of Wages Act, EPF Act 1952, Employment of Children Act 1938, Payment of Bonus Act 1965, Minimum Wages Act 1948, Employers Liability Act 1938 and/or any other rules / regulations and / or statutes that may be applicable to them from time to time. Failure to fulfill of obligations there under, the Institute shall be entitled to recover any of such losses or expenses, which it may have suffer or incur on account of such claims, demands, loss or injury from the contractor monthly payments. The contractor will also keep the Institute informed about any amendment in the concerned law/rules from time to time.
31. In case, the contractor fails to comply with any statutory/taxation liability under concerned law, with the result that the LNIPE is put to any loss, obligation, monetary or otherwise, then the LNIPE will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security deposit of the contractor in full.
32. The security agency will impart training(s), drill parade/practice of the security personnel on regular basis from time to time, as prescribed under the PSARA etc. and to maintain their fitness.
33. Full control of the security staff deployed by the security agency will rest directly with them. The Institute will liaise through its Security Inspector and Security Officer to oversee duties of the staff, who will deal with the Agency and issue necessary orders.
34. Subletting of the contract or any part thereof will not be allowed and doing so, will lead to cancellation of the contract, and will make the Agency liable to termination of contract and forfeiture of performance security and/or EMD, as the case may be and other suitable action.
35. The use of drugs and liquor by the security guards deployed by the Agency is totally prohibited.
36. The manpower being deployed by the contractor shall at all times be subjected to screening by the Institute to ascertain their antecedents, suitability and skills. Before deploying a person in the Institute, the security agency shall furnish complete particulars for record and/or instructions, if any.
37. The security agency shall deploy trained personnel, who have been trained in security related duties at a competent Training Centre, for a period of appropriate duration.
38. The performance security submitted by the contractor on award of present tender, may be used by the Institute in case the contractor fails to discharge any of its obligations or any default or liability.
39. The security agency shall maintain daily shift-wise attendance record and handing/taking over of the shift records.
40. The Institute will deduct income tax and any other tax applicable, at source from all the payments made to the contractor, in accordance with the provisions of IT Act or any other law as applicable from time to time.

41. The contractor shall be responsible for any damage to the equipment, machinery or system in the Institute on account of negligence/fault of the contractor's staff and the same will have to be made good at his risk and cost.
42. The contractor shall deploy personnel in such a way that they should have weekly rest as stipulated under the provisions of laws.
43. The contractor shall forthwith inform the Institute in case of cancellation and/or suspension of licenses issued by the Controlling Authority under the PSARA, 2005 or Labour License by the RLC (Central), Govt. of India, Ministry of Labour from time to time.

M. PENALTY:

1. The security agency is duty-bound to maintain fearless environment inside the campus and if the Institute feels that the Agency is unable to discharge its said duty or lacking in the same, then suitable penalty may be imposed upon the Agency after hearing their case.
2. In case of absence of any security guard(s) on any particular day, a penalty @ Rs. 500/- per person(s) per day plus amount equivalent to daily wages, will be recovered from the monthly bill of the security agency for the number of days of absence from duty.
3. In case disbursement of wages beyond 07th day, a penalty @Rs. 2000/- per day x number of days payment delayed, which shall be deducted for the bill of subsiding month.
4. In case non issue of uniform within 15 days from deployment of guard, a penalty @Rs. 100/- per day x number of days delayed.
5. In case not submitting bills for payment latest by 20th of subsiding month, a penalty @Rs. 500/- per day x number of days delayed.
6. In case of theft or loss of property of LNIPE, Gwalior from the areas covered under security contract, the responsibility will be fixed on the security agency, and the cost of liquidated damages will be decided by the competent authority of the Institute after an opportunity of hearing, which will be reimbursed by the security agency through their monthly bills.
7. None of the security guards shall enter into any kind of private work at any locations within the Institute campus during working hours or otherwise, failing which appropriate penalty shall be imposed without giving any notice.
8. The contractor shall at all times indemnify the Institute towards any loss or damages caused or any claim raised against the Institute by any party/third party consequent to the contract awarded for the present tender process.
9. The Institute reserves right to impose appropriate penalties on violation of any of the terms and conditions prescribed in the tender at any time after an opportunity of hearing. The decision of the competent authority of the Institute shall be final and acceptable to the contractor firm.

N. TERMINATION OF CONTRACT:

1. The Institute shall be free to terminate the contract at any time in case of non-compliance of any of the terms of contract.

2. In case the security arrangements are found unsatisfactory, the Institute in its absolute discretion, will have right to terminate the contract with one month's notice before the maturity period of the contract, without assigning any reason thereof.
3. Both the parties shall have a right to terminate the contract at any time without assigning any reason by giving a notice of 30 days.
4. In case of the termination of contract on its expiry or otherwise, the persons deployed by the contractor shall not be entitled to any claim for absorption or continuation in employment as security guard. The persons deployed by the contractor shall be the employees of the contractor only, for all purposes.
5. The contractor shall withdraw all the persons deployed by them on expiry/termination of the contract and ensure that no person create any disruption/hindrance for the smooth functioning of the Institute.

O. PAYMENT PROCEDURE OF BILLS:

1. The contractor will submit monthly bills of preceding month to claim the disbursed wages, remitted EPF, ESI, GST etc. plus finalized percentage of supervisory charges/profit margin, along with following documents pertaining to the Billing period latest by 20th of subsiding month, which shall be ordinarily paid within 21 days from the date of receipt, if it is in order in all respect:-
 - a) Attendance/muster-roll register;
 - b) List of personnel deployed during the month, showing their employee code, date of birth, UAN, status (ex-serviceman or civilian), number of days deployed;
 - c) Copies of ID Cards of all deployed personnel;
 - d) Remittance document of monthly wages in the respective bank accounts of personnel deployed during the month through NEFT or online;
 - e) Copy of bio-metric attendance of all the deployed security guards;
 - f) Combined Challan of EPF with Electronic Challan cum Return (ECR);
 - g) ESI remittance with contribution history;
 - h) Monthly wages slips of all personnel;
 - i) Document regarding GST remittances as claimed in the Bill;
 - j) Copy of Visitor / Material Register(s) maintained at the entry gate(s);
2. No advance payment shall be made to the contractor firm in any circumstances.
3. The bills submitted by the contractor firm will be subject to check and verification by the Institute and the payment thereof shall be made after satisfactory performance of work for the actual deployment as certified by the I/c Supervisor(s) on attendance sheet.
4. The bills of contractor firm shall be paid by the Institute within a reasonable time period, if it is found in order in all respect.

5. The Institute shall make the deductions as mandated by the prevailing laws applicable to such contracts.

P. MAINTENANCE OF PROFESSIONAL ETHICS AND SECRECY:

1. The contractor and their authorized representatives, employees, personnel shall observe the highest standard of ethics during the period of contract.
2. It is mandatory for the contractor to maintain professional ethics and absolute secrecy and not to share with/divulge to any person/party/firm or any third party the inside details.

Q. ARBITRATION & JURISDICTION:

1. Any dispute/difference arising out of or relating to this tender, including interpretation of its terms and conditions will be resolved through joint discussions of the concerned parties.
2. However, if disputes are not resolved by joint discussions, then the matter will be referred to Arbitration as per the provisions of the Arbitration Act 1940, who shall be appointed by the Vice Chancellor, LNIPE, Gwalior.
3. In case the matter still remains un-resolved in Arbitration proceedings, then the dispute will lie within the territorial jurisdiction of Gwalior Courts only.



ANNEXURE 'A'

**LAKSHMIBAI NATIONAL INSTITUTE OF PHYSICAL EDUCATION,
GWALIOR
(DEEMED TO BE UNIVERSITY)**

**PROFORMA FOR TECHNICAL BID FOR AWARD OF ANNUAL CONTRACT OF
SECURITY SERVICES IN ENTIRE CAMPUS OF INSTITUTE**

Sl. No.	Details of particulars required	Details of particulars furnished by the bidder	Copy enclosed at Page No.
1	Name of the bidder security agency		
2	Full address of the bidder security agency		
3	Bidder's – a) Mobile / Phone Number b) E-mail ID c) Website		
4	Bid Security Declaration in the format given at Annexure 'B' for exemption from EMD.		
5	Incorporation as a company registered under Indian Companies Act or a corporate body legally constituted or partnership firm register under the Indian Partnership Act or Proprietary concern (copies of supporting documents to be enclosed);		
6	The Private Security Agencies (Regulation) Act 2005 issued by the competent authority of Govt. of Madhya Pradesh for running the business of private security in Gwalior (copy to be enclosed);		
7	The Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (copies of one latest online ECRs with EPF remittances to be enclosed);		
8	The Employees' State Insurance Act, 1948 (copies with Challans of one latest the ESI remittances to be enclosed);		

DECLARATION

1. I/We have carefully gone through and fully understood the tender document.
2. I/We undertake to abide with the conditions governing the terms for providing security services.
3. I/We hereby confirm that all the information furnished in this tender, is true and correct to the best of my knowledge and nothing material has been concealed there from.
4. I/We give consent that the decision of the tender committee and/or competent authority of the Institute shall be final and acceptable to me / us.
5. I/We are aware that the Performance Security will be forfeited by the Institute if any term or condition of the present tender document is violated, for which I/We give irrevocable consent.
6. I/We submit the price bid in a separate sealed envelope.

Date:

Place:

Signature of bidder: _____

Name, Address, Phone & Seal: _____

	communication facilities like telephone, vehicles, e-mail etc. and manned to ensure quick response (documentary evidence in this regard to be submitted). Otherwise, the bidder is required to submit an undertaking to the effect that they will open an office at Gwalior with aforesaid facilities within one month from the date of commencement of contract, if awarded to them;		
16	The bidder company has its own Bank Account (details of account along with statement of last one month to be furnished);	Account No. Type of Account Bank Branch IFSC	
17	The bidder has at least 200 permanent/regular security guards on their rolls (organization-wise list and documentary evidences of payment of wages of previous one month by NEFT along with names of personnel on roll to be furnished)		
18	<p>A declaration to the following effect is required to be submitted on affidavit on non-judicial stamp of Rs. 100/- that</p> <p>(i) The Agency is compliant of all statutory obligations under the Private Security Agencies (Regulation) Act 2005 as applicable in the State of Madhya Pradesh as on the date;</p> <p>(ii) There is no pending case before any Court of law against the Proprietor / firm / Partner or the bidder company;</p> <p>(iii) The bidder has not defaulted from the payment of statutory dues like EPF, EST, GST, Income Tax etc. during the last three years;</p> <p>(iv) The bidder is not blacklisted by any Government Organization/PSU/Autonomous Body/Govt. Educational Institute during last three years, nor has any of its contracts have been terminated before expiry of term during the last three years.</p>		
21	Any other information		

ANNEXURE 'B'

**UNDERTAKING FOR EARNED MONEY DEPOSIT DECLARATION
FOR THE PURPOSE OF SUBMISSION OF TENDER DOCUMENT
AT L.N.I.P.E., GWALIOR**

(To be submitted in original)

Whereas we have submitted bid for "**ANNUAL CONTRACT FOR AWARD OF ANNUAL CONTRACT OF SECURITY SERVICES IN ENTIRE CAMPUS OF THE INSTITUTE**" to LNIPE, Gwalior. Therefore, we hereby submit the following declaration in lieu of submitting Earned Money Deposit:-

1. That, if after the opening of tender, we withdraw or modify our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents, and
2. That, if after the award of work, we fail to sign the contract, or to submit performance security / performance guarantee before the deadline defined in the tender documents,

then, we shall be suspended for one year and shall not be eligible to bid for LNIPE's tenders from the date of issue of suspension order.

Signature of contractor: _____

Name of agency: _____

Address & Phone: _____

Rubber Stamp: _____

ANNEXURE 'C'

CERTIFICATE OF TURNOVER

**(FOR THE PURPOSE OF SUBMISSION OF TENDER FOR AWARD OF ANNUAL
CONTRACT OF SECURITY SERVICES IN ENTIRE L.N.I.P.E., GWALIOR CAMPUS**

(To be submitted in original)

This is to certify that M/s
has registered the following turnover and profit/loss during the last three financial years:-

Financial Year	Annual Turnover (in Rupees)	Net profit/loss
2019-20		
2018-19		
2017-18		

The above information/figures are true and authentic to the best of our knowledge and belief and derived from the Balance Sheet and / or Income Tax Return of the said firm.

Date:

Place:

Seal & signature of Chartered Accountant

Regn. No.

DECLARATION BY THE BIDDER

I/We hereby submit the aforesaid document in original and undertake its correctness / veracity on the basis of enclosed ITR as well as Balance Sheets of all these three financial years. I/we are aware that furnishing of any false information / fabricated document would lead to rejection of my/our tender at any stage, including during the contract award, besides liabilities towards prosecution under appropriate law.

Date:

Place:

Signature of bidder: _____

Name, Address, Phone No. of agency (with Seal): _____

LAKSHMIBAI NATIONAL INSTITUTE OF PHYSICAL EDUCATION, GWALIOR

(DEEMED TO BE UNIVERSITY)

ANNEXURE 'D'

**PRICE BID PROFORMA FOR AWARD OF ANNUAL CONTRACT OF
SECURITY SERVICES IN ENTIRE INSTITUTE CAMPUS**

Name & full address of the bidder security agency	
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We hereby offer the following rates:-

Sl. No.	Particulars of Head	Offer
1	Wages to the trained security guards (without arm)	As per Central Minimum Wage Rates (prescribed by the Chief Labour Commissioner, Govt. of India from time to time).
2	EPF contribution	As per EPF Act in force from time to time.
3	ESI contribution	As per ESIC Act in force from time to time.
4	GST or any other applicable tax	As per laws in force from time to time.
5	Supervisory charges//profit margin in Percentage (Amount will be calculated on the Basic Wages + VDA as prescribed by Chief Labour Commissioner, Govt. of India from time to time).	In numeric: _____ In words: _____

DECLARATION

1. I/We have carefully gone through and fully understood the tender document.
2. I/We undertake to abide with the conditions governing the terms for providing security services.
3. I/We hereby confirm that all the information furnished in this tender, is true and correct to the best of my knowledge and nothing material has been concealed there from.
4. I/We give consent that the decision of the tender committee and/or competent authority of the Institute shall be final and acceptable to me / us.
5. I/We are aware that the EMD and/or Performance Security will be forfeited by the Institute if any term or condition of the present tender document is violated, for which I/We give irrevocable consent.

Date:

Place:

Signature of bidder: _____

Name, Address, Phone No. of agency (with Seal): _____

