

TENDER DOCUMENT

For providing services of Security Guards/ Supervisors at Sardar Swaran Singh National Institute of Bio-Energy 12 Km stone, Jalandhar - Kapurthala Road, Wadala Kalan, Kapurthala –Punjab-144601.

Date of issue of tender document	01/02/2019
Last date and time for submission of Tender Documents	25/02/2019 11:00 AM
Date and time for opening of Technical Bid	25/02/2019 02:00 PM
Place of opening the Tenders	Conference Room, Admin Block, SSS-NIBE, Kapurthala — 144601 (Punjab).
Date and time for opening of Financial Bid	X X

X to be announced later.

CONTENTS OF TENDER DOCUMENTS

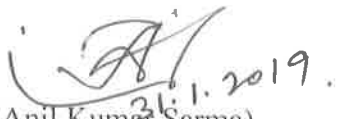
Sl.No.	Description of Contents	Remarks
<u>1</u>	<u>Terms & Conditions</u>	
<u>2</u>	<u>General Instructions for Tenderer</u>	
<u>3</u>	<u>Scope of Work</u>	
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Sardar Swaran Singh National Institute of Bio-Energy, Kapurthala (Punjab)
(An Autonomous Institution of Ministry of New & Renewable Energy)

CIRCULAR

Sealed tenders in two-bid system are invited from reputed, experienced and financially sound Companies/ Firms / Agencies for providing services of Security Guards/ Supervisors at Sardar Swaran Singh National Institute of Bio Energy 12 Km stone, Jalandhar - Kapurthala Road, Wadala Kalan, Kapurthala –Punjab-144601. Interested Companies, Agencies / firms may send their sealed quotations in two parts, one as 'Technical Bid' and another as 'Financial Bid' to Head of Office, Sardar Swaran Singh National Institute of Bio-Energy, 12 Km stone, Jalandhar - Kapurthala Road, Wadala Kalan, Kapurthala –Punjab-144601 on or before 25/02/2019 (11:00 AM) The 'Technical Bid' shall be opened on 25/02/2019 at 02:00 PM in the presence of the agencies / firms who wish to be present. The 'Financial Bid' of only those bidders who qualify the criteria laid down in the 'Technical Bid' shall be opened at X on X. The competent authority reserves the right to cancel any or all the quotations without assigning any reasons.

The details about requirements, terms & conditions and format of the tender notice (Both for the technical and financial bids) may be downloaded from Ministry's website www.mnre.gov.in, www.nibe.res.in and <https://eprocure.gov.in/eprocure/app>.


(Anil Kumar Sarma)
Director / Scientist E
SSS-NIBE

To,

1. All Private Security Agencies registered as per provisions of Punjab Private Securities Agencies Regulation Act -2005 rules made under Punjab Private Security Agencies Rules -2007.
2. Punjab Ex-Servicemen Corporation (PESCO)
3. Director (NIC) for uploading in the website of the Ministry
4. Local News Paper (English/ Punjabi)

Notice Inviting Tenders / Bids for Manpower Services

Sardar Swaran Singh National Institute of Bio-Energy, Kapurthala (Punjab) invites Expression of Interest (EOI) from duly registered Manpower Security Service Providers / Companies/ Firms / Agencies based in Punjab for providing manpower services to the Institute in the following categories:

- i. Security Supervisor **2** in numbers
- ii. Security Guards **13** in numbers

The actual requirement of manpower may vary from time to time.

3. Schedule:

i.	Last Date & Time for deposit of Tenders	25/02/2019, 11:00 AM
ii.	Date & Time for opening of Technical Bid	25/02/2019, 02:00 PM
iii.	Place of opening the Tenders	Meeting hall of Sardar Swaran Singh National Institute of Bio-Energy, Kapurthala (Punjab)
iv.	Date & Time for opening of Financial Bids for Technically qualified bidders	To be announced later
v.	Validity of Tenders	One Year (extendable to maximum 3 years on year to year basis depending upon providing satisfactory service)

4. Requirements for Technical Bids:

- A. The manpower will have to be supplied by the agency within 15 days from the date of award of Contract, as per the detailed Terms and Conditions which are given at **Annexure – I.**
- B. Only those agencies that fulfil the following minimum criteria need to submit their bids:
 - i. The Private Security Service Provider / Agency / Firm should be registered with as per provisions of the per provisions of Punjab Private Securities Agencies Regulation Act -2005 & rules made under Punjab Private Security Agencies Rules -2007. A copy each of the registrations shall be attached with the bid.
 - ii. The firm will furnish the copies of Registration of EPF/ESI, PAN/TAN Number, Certificate of service tax registration, GST, Labour License etc.
 - iii. The firm will also deposit Earnest Money (EMD) of Rs. 72,000/- (Rupees Seventy-Two Thousand) in the form of Demand Draft in favour of Sardar Swaran Singh National Institute of Renewable Energy along with tender document which is refundable.
 - iv. The Service Provider / Agency/Firm must have proper mechanism for intake, verification of candidates' character and antecedents, Management and Placement of the security services. The persons engaged by the Agency should not have any adverse Police records/criminal cases against them. The Agency would be responsible to make adequate enquiries about the character and antecedents of the persons before their engagement for the purpose. The Character and antecedents of each personnel will be got verified by the service provider before their deployment through the local police. Proofs of identity like driving license, bank account details,

previous work experience, proof of residence and recent photograph and a certification to this effect should be submitted to this Institute. The service provider will also ensure that the personnel deployed are medically fit. The Service Provider shall withdraw such employees who are not found suitable by the Institute for any reasons immediately on receipt of such a request from the Institute.

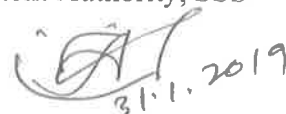
- v. The Service Providers / Companies/ Firms / Agencies must have the Work experiences of providing Security Service in at least 03 other Ministries / Departments of Government of India/ State Government/ Autonomous Bodies during last three years. Copies of job orders and particulars of contact officer in the concerned Ministries / Departments / PSU may please be furnished (for the purpose of verification). Certificates/Job orders relating to other service providers other than Security Guards will not be entertained.
- vi. The Security Service supplying agencies should have been in existence for not less than three years.
- vii. It should not have been blacklisted by any organization.
- viii. It should be willing to take up the Contract on the terms & conditions as at **Annexure-I**.
- ix. Under no circumstance shall the agency take any money for any reason from the candidate on any pretext.

5. The Service Provider / Agency selected for awarding the job will be required to deposit a performance security amount of Rs. 2,00,000/- (Rupees Two Lac) in the form of a Demand Draft in favour of **Sardar Swaran Singh National Institute of Bio-Energy** as a security which can be forfeited in the event of termination of the job contract on account of violation of any of the above-mentioned terms and conditions.

6. The tender shall be submitted in two sealed covers.

- A. The first sealed cover should be superscripted "Technical Bid" and should contain:
 - i. The proforma at Annexure – II. (Duly filled in)
 - ii. Agency profile including previous experience of providing of Security Services to Government/State/ PSU etc for supplying Security Services Scientific.
 - iii. Acceptance of terms and conditions at Annexure – I.
 - iv. All other required documents as given under Para 4(B).
 - B. The second sealed envelope superscripted "Price Bid" should contain only service charges offered by the firm in terms of percentage of total remuneration. (**Annexure-III**).
 - C. The 'Technical Bid' and 'Financial Bid' are to be kept separately in two envelopes and thereafter both envelopes should be placed in one bigger envelope duly sealed, shall be submitted to the Head of Office, Sardar Swaran Singh National Institute of Bio-Energy on or before 22/02/2019, 11:00 AM. The subject and address of the agency / organization must be clearly mentioned on each of the two sealed envelopes. Technical bids will be opened by the Committee at 02:00 PM on 25/02/2019
7. Financial bids will be opened at X on X in the Institute by the Committee constituted for this exercise. Shortlisted bidders or their authorized representative can be present at the time of opening of Technical Bid and Financial bids.

8. In case same service charge in terms of percentage are quoted by more than one firm then the work will be awarded on the basis of their experience for providing such manpower to other Government Departments/ Organisations.
9. For any queries or more information, the undersigned may be contacted between **11 AM and 5:00 PM** on all working days up to 22/02/2019.
10. The Competent Authority reserves the right to amend/withdraw any of the terms and conditions in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Competent Authority, SSS-NIBE in this regard shall be final and binding on all.



(Dr. Anil K Sarma)
Director / Scientists E

TERMS AND CONDITIONS

A. General

- i. The contract is likely to commence from 15 days of finalization of Tender initially for a period of 1 year, unless it is curtailed or terminated by this Institute owing to deficiency of service, sub-standard quality of Attendants deployed, breach of contract, reduction or cessation of the requirements of work.
- ii. If the institute observes at any stage that the service provided by the firm are not satisfactory and the terms and conditions of the contract are not being followed the contract may be cancelled at any time.
- iii. The contract shall automatically expire after one year from commencement of the contract unless extended further by the mutual consent of contracting Agency and this Institute.
- iv. If the services are found to be satisfactory the contract may be extended, on the same terms and conditions or with some addition/deletion/modification by the Institute and mutually agreed by the Firm/ Agency for a further period not exceeding 3 years.
- v. **In case same service charge in terms of percentage are quoted by more than one firm then the work will be awarded on the basis of their experience for providing such manpower to other Government Departments/ Organisations.**
- vi. The tenderer will be bound by the details furnished by it to this Institute, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract.
- vii. Financial bids of only those tenderers who are declared qualified technically shall be evaluated.
- viii. The persons engaged by the Agency should not have any adverse Police records/criminal cases against them. The Agency would be responsible to make adequate enquiries about the character and antecedents of the persons before their engagement for the purpose. The Character and antecedents of each personnel will be got verified by the service provider before their deployment through the local police.
- ix. Proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect should be submitted to the Institute.
- x. The service provider will also ensure that the personnel deployed are medically and physically fit preferably ex-servicemen, retired para military personnel of less than 50 years of age.
- xi. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request from the Institute.
- xii. The contracting company/firm/agency shall furnish following documents in respect of the persons who will be deployed by it in the Institute before the commencement of work:

- a. List of persons shortlisted containing full details i.e. date of birth, marital status, address, educational and professional qualifications, experience etc.
 - b. Bio-data of the person with photograph affixed.
 - c. Character certificate from a Gazetted Officer of the Central/State Government.
 - d. Certificate of verification of antecedents of persons by local police authority.
- xiii. All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria.
 - xiv. The Agency shall depute a coordinator, who would be responsible for immediate interaction with the designated authority of the Institute so that optimum services of the persons deployed by the agency could be availed without any disruption.
 - xv. The service provider shall engage necessary persons as required by the Institute from time to time. The said persons engaged by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to pay their salary/wages in time i.e. before 7th day of every month. There is no master & servant relationship between the employees of the service provider and the Institute and further the engaged person of the service provider shall not claim any absorption.
 - xvi. The service provider's personnel shall not divulge or disclose to any persons of any details of office, operation process technical know-how, security arrangements, administrative / organizational matters as all are confidential/ secret in nature.
 - xvii. The service provider's personnel working should be polite, cordial, positive and efficient while handling the assigned work and their action shall promote goodwill and enhance the image of the institute. The service provider shall be responsible for any act of indiscipline on the part of the personnel deployed by him.
 - xviii. The service provider will have to remove from the office, any debarred persons, who is found incompetent or for his/her/their misconduct and the service provider shall forthwith replenish such requirements. The service provider shall replace immediately any of its personnel, if they are unacceptable, to the Institute because of any security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
 - xix. The service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
 - xx. The service provider will provide the required number of personnel for a shorter period also, in case of any exigencies as per the requirement of the Institute.
 - xxi. The service provider shall provide a substitute well in advance, if there is any probability of the persons leaving the job due to his/her own personal reason. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.\
 - xxii. The service provider shall be contactable at all times and message by phone/mail/Fax/Special Messenger from the Institute to him/her shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the Institute implementing the Contract from time to time.

- xxiii. This Institute shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the engaged personnel.
- xxiv. That the agency on its part and through its own resources shall ensure that the goods, materials and equipment's etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for act of commission or omission on the part of its staff or its employees etc. If the Institute suffers any loss or damage on account of negligence, defaults or theft on the part of the personnel of the agency, then the agency shall be liable to reimburse the pecuniary value of the loss, as decided by this to the Institute for the same.
- xxv. The successful bidder will enter into an agreement with the Institute for supply of suitable manpower as per the requirement on these terms and conditions. The agreement will be valid for a period of one year commencing from the date of signing of the agreement and shall continue to be in force in the same manner, unless terminated in writing.
- xxvi. The service charges/rates quoted by the agency shall be fixed for a period of one year and no request for any change/modification shall be entertained before expiry of the period of one year. Any statutory increase in wages/DA etc. is to be absorbed by the Institute. The contract/agreement is extendable for further period subject to satisfactory performance of the agency and such amendments as mutually agreed to.
- xxvii. On the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute of account of termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.
- xxviii. The Security Guards so deployed will have to manned different points, in entire campus including laboratory, guest house and residential areas, 24*7 by deploying manpower in 8 hourly shifts. Besides the Guards should not be deployed on double duty consecutively.
- xxix. Different Points of Security will be decided by Security Officer or authorise officer of the Institute and redeployment of guards from one side to another shall be prerogative of the Institute.
- xxx. Manpower provided should be covered under proper insurance of industrial accident and Institute will not liable for any compensation on account of death/disability etc.
- xxxi. The Security Personnel will have to wear proper uniform, name tabs etc while on duty. The summer and winter uniform will be decided with mutual consent of Institute and service provider. However, the cost of uniform with all other accessories like ankle boot, web belt, Barat/ p cap, whistle, torch, rain coat etc will be bear by the service provider.
- xxxii. Connectivity facility to deployed persons between servicing point i.e. work shop, laboratory, guest house & housing area to establish contact amongst themselves and office of Institute shall be provided by the service provider.
- xxxiii. The service provider will submit proof of having deposit the amount of contribution claimed on account of ESI, EPF etc in respect of all deployed personnel before submitting bill for subsequent month falling which the amount claimed towards ESI/EPF contribution shall be withheld till submission of required documents.
- xxxiv. The service provider shall abide by provisions of Minimum wages Act-1948 and Rules 1950 framed there –under as amended from time to time.

xxxv. A permanent attendance register will be maintained by the service provider in the premises of the Institute which will be open for inspection and checking by authorized officers of the Institute.

B. Financial:

- i. The successful bidder shall furnish a Performance Security Deposit of **10% of estimated value**, in the form of an account payee demand draft drawn in favour of the '**Sardar Swaran Singh National Institute of Renewable Energy**'. The security deposit will be forfeited in case if supply of manpower is delayed beyond the period stipulated by the Institute or non-compliance of the terms of agreement by the service provider or frequent absence from duty/misconduct on part of manpower supplied by the agency.
- ii. The agency shall raise the bill, in triplicate, along with attendance sheet Service Provider will raise the bill of a month by 5th day of following month. The bill shall accompany copies of PF/ESI challans (if any), attendance sheet, GST challan etc. falling which a portion of the bill amount shall be held up till the proof is furnished, at the discretion of the institute. The payment will be released by 15th of every month through RTGS, subject to its completeness and correctness in all respect, after deduction of taxes deductible at source under the law in force.
- iii. Payments to the service provider would be strictly on certification by the authorised officer of the Institute looking after security aspect, that his services were satisfactory and attendance as per the bill preferred by the service provider.
- iv. The Competent Authority reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.
- v. The service provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- vi. The service provider shall maintain all statutory registers under the applicable laws. The agency shall produce the same, on demands to the concerned authority of the Institute or any other authority under law.
- vii. The agency shall be responsible for payment of wages to each worker employed by him as Contract Labourer and such wages shall be paid on or before 7th of every month.
- viii. All statutory requirements such as Provident Fund, Employees State Insurance etc. (if any) must be incorporated in salary as per extant rule of Government of India.
- ix. The service provider shall not assign, transfer, pledge or subcontract the performance or services.
- x. In case the tendering Agency fails to comply with any statutory/taxation liability under appropriate law and as a result thereof the Ministry is put to any loss/obligation, monetary or otherwise, the Institute will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency to the extent of the loss or obligation in monetary terms.
- xi. The service provider's personnel shall not claim any benefit/compensation/regularization or services from this Institute under the provision of Industrial Dispute Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider to the Institute.

- xii. In case of breach of any terms & conditions stipulated in the contract, the performance security deposit of the Agency will be liable to be forfeited by the Institute besides annulment of the contract.
- xiii. For all intents and purposes, the service providing Agency shall be the “Employer” within the meaning of different Labour Legislations in respect of Attendants so employed and deployed. **The persons deployed by the Agency shall not have claim of any Master and Servant relationship nor have any principal and agent relationship with or against Institute.**
- xiv. The agreement can be terminated by either party giving one month’s notice in advance. If the agency fails to give one month’s notice in writing for termination of the agreement then one month’s wages etc. and any suitable amount due to the agency from this Institute shall be forfeited by the Institute.
- xv. All legal disputes or differences whatsoever arising between the parties out of or relating to means, operation of this contract or the breach thereof shall be settled by Arbitration in terms of “The Arbitration and Conciliation Act, 1996” with all statutory modifications and award made in pursuance thereof shall be binding on the parties.
- xvi. The Courts at Jalandhar (Punjab) will have exclusive jurisdiction for any issue/dispute arising out of or in connection with this contract.

S. No.	Particulars	To be filled in by the tenderer
1.	Name of the Agency	
2.	Date of establishment of the agency. (Attach a copy of Registration Certificate)	
3.	Detailed office address of the Agency with office telephone number, Fax number and Mobile number and the name of the contact person(s)	
4.	Whether registered with all concerned Government authorities (PF/ESI etc.) (Copies of all certificate of registration to be enclosed.)	
5.	PAN/ TAN Number (Copy to be enclosed)	
6.	GST Registration Number (Copy to be enclosed)	
7.	Labour Licence (Copy to be enclosed)	
8.	Whether the firm is blacklisted by any Govt. Department or any criminal case is registered against the firm or its owner / partner anywhere in India. Please attach an Affidavit stating that the agency is/has not been blacklisted by Centre/ State Government/ PSU etc.	
9.	Length of experience in the field	
10.	Experience in dealing with Government Departments. (Attach a list of authenticated copies from all departments/Ministries where manpower of similar nature has been deployed.	
11.	Whether a copy of the terms and conditions (Annexure-) duly signed in token of acceptance of the same is attached?	
12.	Whether agency profile is attached?	
13.	List of other clients in following order (Sl. No., Name of the organisation, contract period, value of the contract)	
14.	Declaration about Fraud and Corrupt practises (Duly signed & attested as given in the Tender Document)	

**Signature of the authorised signatory
of the Tenderer with seal of the Firm.**

PROFORMA FOR FINANCIAL BID

No.....

Dated.....

To

Head of Office
Sardar Swaran Singh National Institute of Bio-Energy
12 Km stone, Jalandhar - Kapurthla Road ,
Wadala Kalan Kpurthala –Punjab-144601

Subject: Quotations for award of contract for Security Services.

Sir,

With reference to your letter No..... on the subject mentioned above, I/we quote the rate, for above mentioned work as under:

S. No.	Component of Rate	Security Guards/ Security Supervisor
1.	Administrative/Service charges (in terms of percentage of total remuneration per month)	

**Signature of the authorized signatory
of the Tenderer with seal of the Firm.**

Note:

Statutory liabilities as per applicable rates.

DECLARATION

I, _____ son/ daughter/ wife of
Shri _____, Proprietor/ Director/ Authorised signatory of the Agency/
Firm, mentioned above, is competent to sign this declaration and execute this Tender Document;

2. I have carefully read and understood all the terms and conditions of the Tender and undertake to abide by them;

3. The information/ documents furnished along with the above application are true authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my Tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of Authorised person

Full Name:

Seal: