

## **Providing Round the Clock Security Services**

### **SECTION – ‘A’**

#### **TWO-PART TENDER**

#### **Invitation to Tender and Tender Conditions**

##### **INTRODUCTION:**

Institute for Plasma Research (IPR) is an aided institute of the Department of Atomic Energy (DAE), Government of India engaged in theoretical and experimental studies in plasma science including basic plasma physics, magnetically confined hot plasmas and plasma technologies for industrial applications.

IPR requires to have security services at:

1. Institute for Plasma Research, Bhat, Gandhinagar (IPR)
2. FCIPT, GIDC Estate Gandhinagar (FCIPT).
3. ITER- India, Koteswar, Ahmedabad (ITER-India).
4. Ruswi Park, Ghatlodia (Near Ranna Park), Ahmedabad (Ruswi Park).

IPR proposes to outsource the Security Services to a professional agency having competence in this field.

##### **1. INVITATION OF TENDER:**

Institute for Plasma Research (IPR) invites online tender for providing round the clock security services on Contract basis as per the details mentioned in this tender document. If you are in a position to quote for the said services in accordance with the scope and conditions stipulated in this tender document, please upload your offer in a manner and method specified below.

##### **2. MANNER AND METHOD FOR SUBMISSION OF TENDER:**

**2.1.** All tenders in response to this invitation shall be submitted through online mode only. Tender submitted by **fax/cable or any mode other than online will NOT be considered at all** and all such tenders will be rejected without any notice to the tenderer.

**2.1.1. Part-I (Techno-commercial):** This part of the tender shall include/contain documents related to eligibility criteria, scope of work and also the commercial terms and conditions of contract for the services to be rendered **EXCLUDING ANY PRICE DETAILS THEREOF.**

**Proof for fulfillment of eligibility criteria mentioned in Annexure-I of PART-I should be uploaded along with the tender. If the tender is submitted without proof of eligibility criteria, the offer may be rejected.**

**2.1.2. Part-II (Price-bid):** This part should contain only the prices and should be furnished in accordance with the format provided in Section “C” of this tender document.

**2.1.3.** If tenderer includes prices of any nature in Part-I (Techno-commercial) of the tender, such offers are liable for rejection without any notice to the tenderer.

### **3. ELIGIBLE BIDDERS:**

**3.1** This Invitation of Bids is open to all bidders who meet the **Eligibility criteria** mentioned in **Annexure-I** of the tender documents.

**3.2** The Bidders shall bear all costs associated with the preparation and submission of their bids and IPR will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### **4. PRE-BID CLARIFICATIONS:**

**4.1** The applicant can seek clarifications (pre-bid) regarding the tender document up to 22/01/2021(16:00 Hrs.) by uploading their queries on website [www.tenderwizard.com/DAE](http://www.tenderwizard.com/DAE). The clarifications will be uploaded on the same web portal [www.tenderwizard.com/DAE](http://www.tenderwizard.com/DAE) by 11/02/2021 (17:30 Hrs.).

#### **4.1.1. Site Visit:**

**If any of the bidder wishes to visit the IPR site, for seeing the location, topography and the premises, the same can be done with prior appointment before the date of submission of the Technical Bid.** The below named officers can be contacted for coordinating the site visit.

- a) Shri Hitesh Mehta –IPR
- b) Shri. H.S. Chamunde –IPR

**4.2.** Bids shall be complete in all respects and shall include properly filled in prices and other details as necessary failing which it is liable to be rejected.

## **5. EARNEST MONEY DEPOSIT (EMD):**

The Tenderer shall submit along with Technical Bid, an undertaking enclosed as Annexure B of the Security Undertaking on his letter head duly signed and stamped.

## **6. LATE/DELAYED TENDERS:**

Uploading of the offer document after the due date and time shall not be permitted. Time being displayed on e-Tendering portal shall be final and binding on the bidder.

## **7. OPENING OF TENDERS:**

**7.1.** Unless otherwise rescheduled with advance intimation to the tenderers, tender will be opened in two stages on the date and time indicated on e-Tendering portal.

**7.2.** Part-I (Techno-commercial) of the tender will be opened at the first stage on the date and time indicated for opening on the e-Tendering portal while the Part-II (Price) will be opened at the second stage after completion of the evaluation of the Techno-Commercial Part (Part-I) of the tender.

**7.3.** While all the tenderers who uploaded tenders within the due date and time will not be permitted to participate in the opening of Part-I (Techno-Commercial) or the Part-II (Price) of the tender in view of the COVID-19 pandemic.

**7.4.** The tenderers whose Techno-commercial part (Part-I) are found suitable/acceptable to IPR, will be given advance intimation regarding the opening of the Part-II (Price bid) of the tender. The technically unqualified tenderers will not be given any intimation about the date and time of opening of Part-II (Price bid) of the tender. **Part-II (Price bid) of the technically disqualified tenderers will not be opened.**

## **8. TECHNICAL CLARIFICATIONS:**

After opening of Part-I (Techno-commercial) of the tender, if it becomes necessary for IPR to seek clarifications from the tenderers, the same will be sought for from the tenderers.

## **9. DATE FOR OPENING OF PART-II (PRICE BID):**

After completion of technical evaluation, Part-II (Price bid) of only technically qualified tenderers shall be opened. The date and time of opening of Part-II (Price bid) shall be intimated only to the technically qualified tenderers.

**10. HOLIDAYS:**

If the date specified for opening of the tenders is declared as holiday by the competent authority due to any reasons, then the date for opening of tenders will get postponed automatically to the next working day.

**11. VALIDITY OF OFFERS:**

Offers shall be kept valid for acceptance for a period of 120 (One hundred twenty) days from the date of opening of Part-II of the tender. Offers with shorter validity period will be liable for rejection.

**12. PAST PERFORMANCE:**

In case the past performance of the tenderer is not found to be satisfactory with regard to quality, delivery, warranty obligation and non-fulfillment of terms and conditions of the contract, their offer is liable to be rejected by IPR.

**13. ACCEPTANCE OF TENDER:**

The acceptance of offer shall be communicated to the successful bidder through a letter of intent.

**14. EXECUTION OF AGREEMENT:**

The tenderer(s) whose tender(s) is/are accepted shall be required to be present at the office of the Chief Administrative Officer of the Institute in person or if a firm or company by their authorized representative to execute an agreement on non-judicial stamp paper of ₹ 300/- for satisfactory completion of the job incorporating the conditions mentioned in the tender document and conditions if any subsequently agreed/modified, within 15 days from date of letter of intent. Failure to do so shall constitute a breach of contract effected by the acceptance of the letter of intent, in which case the EMD shall be forfeited.

**15. TERMINATION OF CONTRACT:**

The contract shall stand terminated immediately unless otherwise specified:

- a) Unsatisfactory performance during the three month's trial period or extended trial period.
- b) On expiry of the contract period, if not extended further.
- c) In case of unsatisfactory performance or for any other reason, the contract can be terminated at any time during the tenure of the contract at the sole discretion of IPR authorities by giving one month's notice to the contractor.

- d) The contract shall stand terminated in the event of filing any legal petition against IPR by the CONTRACTOR or any of his employees with regard to labour laws/rules or in case of any agitation/strike initiated by the CONTRACTOR's employees.
- e) In case if any information furnished in the tender document is found to be false/incorrect at any stage during the contract period.
- f) If at any stage, it is found that the documents, certificates, bills, challans and documents pertaining to MANDATORY proof of payment of minimum wages, statutory payments, bonus and other payments submitted by the CONTRACTOR are manipulated, the contract shall be cancelled with immediate effect and without any prior notice and the Security Deposit shall be forfeited without any claim whatsoever on IPR and the CONTRACTOR shall be liable to be debarred from tendering/taking up works in IPR and its constituent Units.
- g) In case, the CONTRACTOR wants to discontinue the contract, he will have to give 3 (three) months advance notice to IPR in writing narrating the reason. If the CONTRACTOR suspends the services without any notice to IPR, the whole amount of security deposit shall be forfeited in addition to the loss incurred in making alternate arrangements during the shortfall in the notice period shall be recovered from him.
- h) If the BIDDER/TENDERER or SUCCESSFUL BIDDER/ TENDERER has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Institute (IPR), and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Institute (IPR) of the benefits of free and open competition.

#### **16. SUB-CONTRACT:**

That the CONTRACTOR shall not assign or sublet contract or any part thereof. If he assigns or grants sub-contract to any person without obtaining prior consent of IPR, the contract may be liable for termination.

## **17. SECURITY DEPOSIT:**

**17.1.** The successful contractor shall deposit with IPR 3(Three)% of quoted value as given in **Part II (Price Bid) Annexure- F** for **one year of the contract** within 10 days from the date of issue of letter of intent in the form of demand draft/pay order/bank guarantee from SBI/nationalized banks or any one of the scheduled banks mentioned in the bracket (Axis Bank, HDFC Bank, ICICI Bank and IDBI Bank) issued in favour of "*Institute for Plasma Research*" and payable at Ahmedabad and no interest shall be paid thereon. The security deposit shall be refunded to the contractor after 3 months from the date of expiry of the contract after making adjustments of any dues to be recovered from the contractor.

**17.2.** The whole amount of the Security Deposit will be liable to forfeiture in case of breach of any of the terms agreed upon by the contractor. The security deposit shall also be liable to appropriation against dues payable to IPR under the agreement or damage or expenses that may be sustained by IPR as a result of negligence or such acts and omissions on the part of the contractor or the persons deployed by him at IPR.

In the event of such adjustment of security deposit fully or partly, the contractor shall immediately make good the amount so appropriated from the security deposit in the form of demand draft failing which it shall be adjusted from the amount payable to the contractor.

**17.3.** The Security Deposit shall be held by IPR as security for the due performance of the contractor's obligations under the Contract, PROVIDED that nothing herein stated shall make it incumbent upon IPR to utilize the Security Deposit in preference to any other remedy which IPR may have, nor shall be construed as confining the claims of IPR against the contractor to the quantum of the Security Deposit.

## **18. PERMIT AND LICENCES:**

The contractor shall secure and pay for all licenses and permits at his end which he may be required to comply with all laws, ordinances and regulations of the public authorities in connection with the performance of his obligations under the contract. The contractor shall be responsible for all damages and shall indemnify and keep IPR harmless against all claims for damages and liability which may arise out of the failure of the contractor to secure and pay for any such licenses and permits or to comply fully with any and all applicable laws ordinances and regulations.

## **19. PAYMENT:**

- 19.1.** The CONTRACTOR shall submit a consolidated monthly bill by the 10th day of the subsequent month. The contractor shall submit the same to the concerned officers at the various locations, in duplicate every month along with required certificates/challans/receipts/ documents as prescribed in 19.4 for the work done in the preceding month. The payment shall be released by IPR within 30 days from the date of its receipt after verification and certification of the bills. IPR reserves its right to recover any amount, due to IPR for whatsoever reason, from the bills submitted by the contractor. IPR reserves the right to recover any amount due from the contractor from the security deposit.
- 19.2.** No claim for interest will be entertained by IPR in respect of any payment which will be withheld with IPR due to discrepancy between IPR & Contractor or due to Administrative delay for the reasons beyond the control of IPR.
- 19.3.** The CONTRACTOR shall be liable for all kinds of dues payable in respect of all manpower provided under the contract and IPR shall not be liable for any dues for availing the services of the manpower.
- 19.4.** The contractor will be required to submit the following documentary evidence along with his claim every month(from 2nd month onwards):
- a) Bank statement of deposit of amount in each labourer's bank A/C in previous month.
  - b) EPF Challan.
  - c) ESIC payment
  - d) Bonus, if paid on monthly basis, should reflect in wage register and wage slip.
  - e) GST Payment proof
- 19.5.** Payment shall be made only through Cheque/ NEFT/ RTGS mode, in the name of the CONTRACTOR. The CONTRACTOR shall have to furnish his Bank Account details to IPR.
- 19.6.** NO PAYMENT SHALL BE MADE BY IPR WITHOUT PROOF OF PAYMENT.
- 19.7.** Bank Charges: All bank charges to be borne by the Contractor.
- 19.8** The CONTRACTOR may pay bonus to his security personnel on monthly basis and the same should be reflected in the salary register and slip under the head bonus.

**20. INCOME TAX & OTHER DEDUCTION:**

Income tax (TDS – Tax Deducted at Source) and any other statutory deductions shall be made from the monthly bill/bills as per the provisions. Necessary income tax certificate will be issued to the CONTRACTOR after depositing the amount to the Income Tax Dept.

**21. PAYMENT OF TAX:**

The GST as applicable shall be paid to the contractor, separately on submission of necessary proof along with monthly bill(s).

**22. WAIVER:**

No failure or delay by IPR in enforcing any right to remedy of IPR in terms of the Contract or any obligation or liability of the CONTRACTOR in terms thereof shall be deemed to be a waiver of such right, remedy obligation or liability, as the case may be, by IPR and notwithstanding such failure or delay, IPR shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

**23. STATUTORY REQUIREMENT:**

**23.1** The contractor shall be fully and exclusively liable for payment of Govt. taxes, levies, duties, comprehensive insurance, and any other fees / taxes payable from time to time during the pendency of the contract. The contractor shall produce the above referred documents for verification to the IPR authorities, on demand.

**23.2.** The Contractor shall be fully responsible for complying with all the relevant statutory obligations as applicable from time to time Including:

- ❖ Contract Labour (Regulation and Abolition) Act
- ❖ Minimum Wages Act
- ❖ Payment of Wages Act
- ❖ Employees Provident Fund Act
- ❖ ESI/Workmen’s Compensation Act
- ❖ Bonus Act
- ❖ Fatal Accident Act
- ❖ Gratuity Act
- ❖ Private Security Agencies (Regulation) Act 2005.
- ❖ Any other act, as applicable from time to time

Consequences arising out of the non-compliance with statutory requirements shall be the entire responsibility and be borne by the contractor. All the relevant records / documents / registers /



correspondances / receipts etc. for the above may be produced for verification whenever desired by the Institute.

- 23.3.** The contractor shall have to strictly pay minimum wages as notified by the Labour Commissioner (Central) for Zone A (Ahmedabad). The payment of wages to the persons deployed by the Contractor may be witnessed by an authorized representative of the Institute.
- 23.4.** The CONTRACTOR shall be responsible for fulfilling the requirements of all the statutory provisions of Contract Labour (Regulation & Abolition) Act, Employees Provident Fund Act, Payment of Wages Act, Minimum Wages Act, Bonus Act, Gratuity Act, ESIC, Workmen's Compensation Act and all other applicable acts and enactments for providing security services at our premises, at his own risk and cost, in respect of all staff employed by him. If due to any reason whatsoever, the IPR is made liable, it shall be payable by the CONTRACTOR and all such liabilities shall be recovered by IPR from any dues payable by the IPR to the CONTRACTOR and / or from the Security Deposit of the CONTRACTOR and available properties and sources of the CONTRACTOR through process of law.
- 23.5.** The CONTRACTOR shall maintain various registers as per the Contract Labour (R & A) Act and other applicable acts and shall produce the same for inspection as and when required.
- 23.6.** The CONTRACTOR shall strictly comply with the provisions of Employees Provident Fund Act and ensure proper registration of all their employees with RPFC before commencing. The CONTRACTOR shall deposit employees and employers contributions to RPFC every month and a copy of the Challan should be submitted for verification along with the monthly bill.
- 23.7** As per the Contract Labourer (R&A) Act, 1970 and as amended from time to time, the CONTRACTOR shall abide by all rules regulations as required to the employment of security personnel, I card, wage register, attendance register and other applicable register under the Act.
- 23.8** The CONTRACTOR shall FULLY indemnify IPR under the Workmen's Compensation Act, 1923 and its amendment against all liabilities arising out of the occupational diseases/ personal injury/ death/ partial, temporary or permanent disablement / medical care for injury or illness/ benefits to survivors of employee and legal liability coverage etc. In respect of the employee engaged by him for the scope of work in the contract. The CONTRACTOR shall be permitted to start the job only after obtaining Comprehensive Employees Insurance (EC) Policy (with

add-on cover for medical expenses and occupational diseases) from the Life Insurance companies registered by IRDA valid for entire contract duration. It will be the sole responsibility of the CONTRACTOR to insure his manpower (Employee) and submit the copy of Annual EC Insurance policy to IPR before commencing the work.

**23.9** The CONTRACTOR shall be liable to pay statutory bonus to his contractual staff as per Payment of Bonus (Amendment) Act 2015 issued by Government of India prevailing from time to time.

**23.10** The CONTRACTOR shall be fully responsible for timely monthly payment of wages and any other dues in respect of the employees deployed by him for Security Contract at IPR. The wages for the preceding month shall be deposited in the bank A/C of each employee on or before seventh of subsequent month. Hence CONTRACTOR shall ensure that all the contract workers are having a bank account and also facilitate worker for opening the account.

**23.11** The decision of IPR, as to whether the CONTRACTOR has adhered to the above obligations or as to whether the CONTRACTOR has committed any breach of the terms and conditions, will be final and binding on the CONTRACTOR.

**24. REQUIREMENTS RELATED TO SECURITY PERSONNEL:**

On commencement of the contract, the CONTRACTOR shall provide the name & bio-data of the staff Supervisor/Manager along with their contact numbers. The contractor will be required to get the police verification done of their staff and submit a copy of the same to the Institute. The Contractor will issue identity card to his employee for identification. The staff engaged by the contractor and the Contractor himself will be required to observe all security related rules and regulations. Proper entry of the staff as well as the items brought inside will be required to be made and the staff will be subject to through checking while going in or out of the premises.

The tender if awarded, the contractor will have to provide the necessary manpower as and when required after getting the police verification done for the individuals.

**25. LAW GOVERNING THE CONTRACT:**

This Contract shall be governed by the laws of India from time to time.

**26. JURISDICTION:**

The Courts within the local limits (i.e. Gandhinagar) of whose jurisdiction where this contract is signed shall, subject to Arbitration Clause, have jurisdiction to deal with and decide any matter out of this Contract.

**27. ARBITRATION:**

In the event of any dispute or differences arising out of in connection with any of the terms and conditions of the Contract, the matter shall be referred to the Director, IPR for settlement. In case the parties to the contract are not in a position to settle the dispute mutually, the matter shall be referred to a Sole Arbitrator to be appointed in accordance with the Arbitration & Reconciliation Act, 1996 & Arbitration and Conciliation (Amendment) Act, 2015 as amended from time to time.

**28. CONFIDENTIALITY:**

- a. Confidential Information means any information relating to IPR including but not limited to IPR's property, equipment, laboratories, employees, projects, documents, emails, verbal information etc.
- b. The Security Agency shall not disclose or divulge any Confidential Information to any individual, entity or organization in any form, whether verbal, written, electronic media etc. The Security Agency shall limit its internal disclosure of the Confidential Information to only those employees/staff who have a need to know the information for the limited purpose of executing his/her job responsibility and to officers authorized for security related job.
- c. The Security Agency shall protect the Confidential Information by using the same degree of care, but no less than reasonable care, to prevent the unauthorized use, dissemination of the Confidential Information as the Security Agency uses to protect its own Confidential Information. The Security Agency undertakes to impose same secrecy obligations upon its staff/employees/security personnel. The Security Agency will advise its staff/employees/security personnel not to take any photographs of the institute, its people, its machinery or any documents unless advised to do so by the authorized officer. The will also advise them to destroy physical evidence /delete from memory of their device after sharing it with the authorized officer.

- d. The Security Agency hereby understands and agrees that unauthorized disclosure or use of Confidential Information is a fraud perpetrated on IPR, which could cause significant security threat, and irreparable harm to the reputation of the institute and financial harm. Accordingly, the Security Agency agrees that IPR shall be entitled to appropriate equitable relief in addition to whatever remedies it may have at law and to be indemnified by the Security Agency from any loss or harm, including, without limitation, attorneys' fees, in connection with any breach of obligations hereunder or the unauthorized use or release of any such Confidential information.
  
- e. The Security Agency shall promptly notify the IPR upon discovery of any unauthorized use or disclosure of the Confidential Information received from the IPR and take reasonable steps to regain the possession of such Confidential Information and prevent further unauthorized actions.

**29. COVID-19 RELATED PRECAUTION:**

The Contractor and his staff at the premise will be required to take all precaution related to COVID-19 like sanitization, medical /temperature checkup, masking, and social distancing and any other rules prescribed by the Government or the institute from time to time.

## **Providing Round the Clock Security Services**

### **SECTION 'B'**

#### **(Scope of Work)**

##### **1. SCOPE:**

**1.1** The scope of this tender is for providing effective & efficient round the clock security services at Bhat, Gandhinagar and its other premises and involves jobs such as:

- i. watch & ward
- ii. preventing entry of unauthorized person & vehicle
- iii. regulating and recording entry, exit and parking of vehicles
- iv. regulating and recording entry and exit of man and material (includes maintaining various registers like Foreign Visitor register, Regular visitors register, RGP register, NRGD register, Imprest register, vehicle movement register, Contractor movement register and such other registers)
- v. frisking labours, guests and employees
- vi. prevention of theft, loss and damage to IPR property
- vii. doing constant patrolling of the premises
- viii. to take part in firefighting rescue operation etc.in the event of emergency
- ix. driving away stray animals
- x. safety of movable & immovable property
- xi. Regular checking of all office rooms and switching off lights, fans, power points, air conditioners etc. beyond office hours and with proper reporting
- xii. Attending telephone calls when office is closed and keeping record of telephonic message/communication.
- xiii. record keeping
- xiv. Monitoring of all CCTV cameras installed and reporting trespass if any.
- xv. Reporting of malfunctioning of cameras immediately to the concerned officer.
- xvi. ensuring working of the various gadgets like, Cameras, DFMDs, HHMDs, Baggage Scanners, trolley mirror etc., keeping record register and reporting of the malfunctioning of the gadgets if any
- xvii. Receiving of posts/couriers/materials on holidays and after office working hours as per the instructions.
- xviii. To report to IPR Officers in all matters relating to security as above.

**1.2** The scope of work also includes induction, deployment of trained security personnel, constant monitoring of check posts, survey, surprise checks, reviewing and reporting security matters to concerned officer, handling all security requirements of the institute independently & recommending measures to improve the security arrangements.

**1.3** The scope includes any work of incidental & contingent nature although not specifically mentioned in the tender, but necessary for its completion in an efficient manner.

**1.4** The scope of work in terms of the number of security personnel required by the institute may increase or decrease during the term of the contract.

**1.5** The contractor shall be fully responsible in all respects to effectively take care of security needs of the Institute by deploying personnel with adequate experience of having worked in similar organizations of repute, in all the shifts to ensure foolproof security arrangements.

**1.6** The contractor shall be fully responsible for complete watch and ward of entire IPR Campus, ITER-India Office, Ruswi Park, and FCIPT and any other building/ laboratory handed over to it from time to time for the purpose of security.

**1.7** The contractor shall deploy trained guards at all points and impart training to all his guards at regular intervals. The training should include basic training in vigilance, firefighting and using of fire extinguishers.

**1.8** The contractor shall make special security arrangements involving deployment of additional manpower as and when required, for which additional payment will be paid at the quoted rates in the Price bid either at IPR or at any other place within Ahmedabad and Gandhinagar as instructed by IPR.

**1.9** The contractor is required to provide armed guard/gunman, presently two in each shift at IPR. The requirement may increase.

**1.10** The contractor shall ensure that no theft, pilferage, damage or any such similar act is committed with regard to properties and assets of the Institute.

**1.11** The contractor shall be responsible to check, restrict and regulate the movements/entries of persons/vehicles by using the Hand Held Metal Detector (HHMD), DFMD, Baggage Scanners, Trolley Mirror etc. provided at main gate and prevent unauthorized persons, things/material and vehicles from entering the premises. Necessary registers shall be maintained and all entries made therein of all visitors and their belongings.

**1.12** The contractor shall keep a check on material moving in and out of the campus. No materials shall be allowed to be taken away by anyone without proper authority and entry in the material gate pass register to be maintained for this purpose.

**1.13** The contractor shall co-ordinate and liaison with the State Police Department immediately in case of breach of peace/theft and shall assist the Institute in lodging complaints with Police for loss, damage, destruction, pilferage or any of the properties of the Institute or their staff members.

**1.14** The contractor shall ensure regular attendance and proper performance of duties by security staff deployed by them at the respective points. The Proprietor/Director or his deputy should have a meeting with the concerned officer at least twice in a month.

**1.15** The contractor shall ensure that the alertness and patrolling in the campus is very effective particularly on holidays and after office hours to prevent/detect theft, pilferage or any other damage to Institute's assets (material and persons).

**1.16** The contractor shall not allow any of the personnel deployed at the Institute to work in more than one shift in a day. The Institute shall have the right to impose a suitable penalty if security personnel are posted in more than one shift without sufficient cause and intimation to the concerned officials of the Institute.

**1.17** The contractor shall be responsible for lapses committed or omitted either inside or outside the premises by the persons deployed by the contractor in the campus.

**1.18** The contractor shall strictly check the authenticity and photo identity of the persons visiting the campus and shall keep the records of all persons entering and leaving the campus through a computer system provided by the Institute.

**1.19** The contractor shall be required to make the entries of materials bought out of the imprest money by the staff members. The necessary register shall be maintained at the main gate / Admin point.

**1.20** The weekly off of all security personnel shall be allowed as per the statutory provision.

**1.21** The security guards deployed in the II and III shifts will be required to keep continuous patrolling.

**1.22** The scope of work include that the contractor provides training to his guards at his training Center regularly/need based so as to provide good quality of security personnel and result oriented services.

**1.23** The contractor requires to do night patrolling at all the offices of the Institute and provide information of any prevailing/probable threats or lapses in their services. They also need to provide night support in case of emergency.

## **2. OTHER TERMS:**

**2.1** In case of completely closure of any premises of IPR as listed out in this tender, Security Contract for that premises will be de-scoped from the original contract with a prior intimation of at least one month to the CONTRACTOR. In such case, the Monthly Charges for the de-scoped work will be removed from the contracted value and monthly payment will be made for the reduced scope i.e. actual services rendered by the CONTRACTOR. The CONTRACTOR shall approach Officer-in-Charge, IPR who will be the overall coordinator and single point of contact, for all matters pertaining to the contract execution.

**2.2** Immediately upon receipt of the Letter of Intent/Work Order, the CONTRACTOR shall present work execution plan for all the IPR premises based on the scope of work and submit a copy of the same to IPR.

**2.3** Immediately upon receipt of the Letter of Intent/Work Order, the CONTRACTOR shall provide the lists of the manpower (i.e. S/O, S/S, S/G/) to be deployed at respective premises along with their identity card for security clearance and site access.

**2.4** The CONTRACTOR shall obtain the site access for his manpower from Officer-in-Charge, IPR before commencing the work.

**2.5** The CONTRACTOR shall verify the credentials of deployed manpower and shall issue the identity cards to his manpower. The manpower shall carry their identity Cards and show it to security when entering the IPR premises. No manpower will be allowed without the Identity Card and police verification certificate.

**2.6** The CONTRACTOR shall obtain Labourer License under the Contract Labour (R&A) Act, 1970 from the licensing authority within one month from the date of commencement of the contract and submit a copy of the same to IPR immediately on receipt.



**2.7** On commencement of the contract, the CONTRACTOR shall provide the names of the Authorized person / Field Officer etc. along with their contact addresses, landline number(s) and mobile number(s).

**2.8** The CONTRACTOR shall commence the work on the date as mentioned in the work order.

**2.9** The CONTRACTOR and his manpower shall abide by all rules and procedures of the IPR, including safety rules and security regulations. They shall also be subject to examination / checking by the Security taking charge of next shift on entry /exit or at any time. In case IPR suffers any loss etc. of whatever nature on account of deployed manpower not following the security/safety regulations/instructions, the contractor shall be liable to make good all such losses as may be the right to recover all such losses etc. from the security deposit and/or dues payable by IPR to the contractor besides other remedies open to IPR.

**2.10** All articles which are to be taken out or brought inside the premises by the CONTRACTOR or his manpower shall be liable for security checks, through gate pass system or any other system in force from time to time which shall have to be complied with.

**2.11** THERE WILL BE NO EMPLOYEE AND EMPLOYER RELATIONSHIP BETWEEN “THE CONTRACTOR/ HIS AGENCY/ HIS SUPERVISORS/ HIS DEPLOYED work force” AND “THE IPR”.

**2.12** The Security personnel or any staff deployed by the CONTRACTOR under the contract shall be employees of the CONTRACTOR and under no circumstances shall ever have any claim for temporary or permanent job in IPR.

**2.13** The CONTRACTOR should ensure that Security personnel to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of IPR.

**2.14** The CONTRACTOR will depute the manpower with due antecedent verification and a Police Verification Certificate.

**2.15** The CONTRACTOR should ensure that the Security personnel deployed should maintain high discipline and bear good moral character and will not allow them to use/carry smart phones/ phones with camera with them to the institute.

**2.16** The CONTRACTOR shall not pass on the penalty amount levied by IPR to the security personnel deployed by him.

### 3. PERIOD :

The contract shall be for a period of one year initially from the date of the award of contract with an initial trial period of three months. The tentative starting date would be tentatively **01/05/2021**. The performance will be evaluated during the trial period of the contract. At the sole discretion of IPR, the trial period may be extended for a further period of three months or more, if the performance is not found to be satisfactory. IPR reserves the exclusive right to terminate the contract without notice, during the trial period/extended trial period without assigning any reason whatsoever. The period of contract can be extended for a further period of one year on same terms and conditions.

### 4. STAFF:

**4.1** The contractor shall at his own cost deploy strong, stout, mentally sound, trained, smart, well-disciplined, intelligent, hardworking security personnel, after due medical check-up (preferably normal vision without glasses) in the age group, qualifications and experience as specified herein below.

Sr.No	Category of Security personnel	Qualification
1	<b>Security Officer</b>	Ex-serviceman from Army, Navy or Air-Force or Para-military force/police equivalent to the rank of Junior Commissioned Officer (JCO) or above and has handled security independently in any Govt. organization or reputed Private Company for not less than 5 years.  The knowledge of spoken & written English is a must besides Hindi. Knowledge of local language is desirable.  <b>Age limit:</b> The candidates should be below 58 years of age with perfect health and good track records may be considered.
2.	<b>Security Supervisor</b>	H.S.C., Ex-serviceman from Army, Navy or Air-Force or Para-military force having minimum 3 years of experience in private security agency as supervisor and trained in Fire Fighting. The knowledge of written English & Hindi is a must. Knowledge of local language is desirable.  <b>Age limit:</b> The candidates should be below 53 years of age with perfect health and good track records may be considered

<b>3.</b>	<b>Security Guards (Ex. Service men)</b>	<p>Minimum Qualification: S.S.C., Ex-serviceman from Army, Navy or Air-Force or Para-military force having 2 years of experience in any reputed private security agency. Trained and having knowledge of fire fighting. Should be able to read &amp; write English/Hindi. Knowledge of local language is desirable.</p> <p>Age limit: The candidates should be below 53 years of age with perfect health and good track records may be considered</p>
<b>4.</b>	<b>Security Guards (Civilian)</b>	<p>Minimum Qualification: S.S.C. having 3 years of experience as guard in any reputed private security agency. Should be able to of read &amp; write English/Hindi. Knowledge of local language is desirable.</p> <p>Age limit: The candidates should be in the age group of 22-45 years with perfect health and good track records.</p>
<b>5</b>	<b>Armed Guard</b>	<p>Fulfilling criteria at serial no. 2 or 3 of this table and having at least 5 years of valid license for double barrel gun / rifles.</p> <p>Age limit: The candidates should be below 53 years of age with perfect health and good track records may be considered</p>

The contractor shall further ensure that the personnel are of high integrity and their credentials must be verified with reference to the pending police cases etc.

The contractor shall deploy security personnel having basic knowledge of emergency communication, firefighting and use & operation of various types of fire extinguishers. Security personnel shall also be responsible for firefighting whenever need arises. In case of a major fire emergency, they have to guide external firefighting services and also help them in firefighting as per the instructions given by the Officer-in-charge of IPR.

## 4.2

The category wise requirement of Security personnel:

Sr. no.	Category of Security personnel	IPR	(IPR) ITER INDIA LAB	ITER INDIA	FCIPT	Ruswi Park	Total Requirement	
							Ex. Servicemen from Armed forces/Para Military force/Police	Civilian
1	Security Officers	1	-	1	1	--	03	-
2	Security Supervisor	4	2	2	3	--	11	-
3	Armed guards	6	-	--	--	--	06	-
4	Security Guards (Ex. Servicemen)	24	-	3	3	--	30	-
5	Security Guards- (Civilian)	67	9	6	6	3	-	91
6	Lady guard- (Civilian)	2	-	--	--	--	-	2
		<b>104</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>3</b>	<b>50</b>	<b>93</b>
<b>Total Requirement of security Personnel: 143</b>								

## 5. GENERAL RESPONSIBILITIES OF THE CONTRACTOR AND OTHER TERMS :

- 5.1** The contractor shall obtain necessary license and maintain necessary registers as required under statutory regulations.
- 5.2** The CONTRACTOR shall visit IPR whenever he is called upon to do so by the authorized officials of IPR.
- 5.3** None of the persons deployed by the contractor shall be allowed to use any of the IPR premises for the residential purpose without the prior approval of IPR authorities.
- 5.4** All articles which are to be taken out or brought inside the premises shall be liable for security checks, through gate pass system or any other system in force from time to time which shall have to be complied with.
- 5.5** The contractor shall not use the premises for any other activities except the purpose for which it has been provided.

- 5.6** The contractor shall have to make his own transport arrangement for his staff and material.
- 5.7** The contractor shall not assign or sublet, transfer or sub-contract the job awarded to them in favour of any other contractor or agency.
- 5.8** The contractor shall make their own arrangements for accommodation, transport, canteen and any other facility for the security personnel deployed by them at the respective locations.
- 5.9** There shall be no employee - employer relationship between the persons deployed by the contractor and the Institute.
- 5.10** Within 15 days of the award of the contract/ LOI, the contractor will be required to register themselves as the contractor with the concerned authorities and shall produce one copy of the license to the Chief Administrative Officer.
- 5.11** The contractor shall provide liveries such as uniforms, socks, belts, badges, raincoats, gumboots, winter uniforms, whistle, lathi, big torches (with cells) and other paraphernalia to his security staff at his own cost.
- 5.12** The contractor shall be fully responsible for all disputes, issues, claims & matters related to employment, non-employment & terms of employment as far as employees engaged by him are concerned. The contractor shall indemnify IPR for all appointment of his personnel under him and that they shall have no claim for permanent employment at IPR.
- 5.13** There shall not be any privity of contract between the Institute on one side & employees engaged by the contractor on the other side and the contractor alone should be responsible for all matters arising out of employees engaged by him. There would be no direct control / supervision of the Institute on the employees of the contractor.
- 5.14** The work should be carried out as per the instructions of Officer in charge. The contractor shall be required to ensure maintenance of Institute's decorum himself and by all the persons deployed by him.
- 5.15** In case the contractor abruptly stops the work with/without sufficient notice, the Institute may decide to terminate the contract forthwith and will make immediate alternative arrangements. In such case, the Contractor shall be liable for making good the additional expenditure that may be incurred by the Institute for making alternative arrangements, till appropriate arrangements are

made through calling the quotations, besides forfeiture of security deposit.

- 5.16** The contractor will provide at least 10 nos. of mobile without camera With CUG connection for internal communication to his security personnel deployed at IPR.
- 5.17** The contractor shall ensure that all the persons deployed by him are free from all communicable contagious infectious and other diseases and the contractor shall have them medically examined in case of any illness at his own cost. IPR also reserves the right to direct the contractor to get his persons medically examined by a physician approved by IPR or a Government Hospital at the sole expense of contractor. If in the opinion of the IPR any person deployed by the contractor is found to be suffering from any such communicable diseases or if any of the person of the contractor is found to commit any misconduct or misbehaves, IPR may restrain such person from entering the premises.
- 5.18** The contractor shall be responsible for the persons deployed by him observing all safety rules from time to time. In case, IPR suffers any loss of any nature from the persons deployed by the contractor not following the safety regulations/ instructions, the contractor shall be liable to make good all such losses as may be necessary to recover all such losses from the security deposit and/or dues payable by IPR to the contractor besides other remedies open to IPR.
- 5.19** The contractor shall maintain a fully equipped medical first aid box, which should be easily available to the persons deployed by him. It will be the sole liability of the contractor, in-case of accident or death of any personnel deployed by the contractor while on duty.
- 5.20** The contractor would be required to arrange the screening/scrutiny of security personnel, which he intends to deploy at the Institute, on the date/time convenient to Officer In-Charge, before final selection is done. The contractor would be required to submit the Police verification certificate of all the personnel to be engaged for security work at any of the premises of the Institute.
- 5.21** If, at any time, IPR finds any of the security personnel is unfit, the contractor will be required to replace the same by another security person of the same rank and status immediately. The decision of the officer-in-charge in this regard shall be final and binding on the contractor.
- 5.22** All security personnel to be deployed by the contractor for providing security services should possess sound health and physique, clean shaved and they should be in terry cotton uniform only, which

should be maintained in neat and clean condition and well pressed at all times while on duty.

**5.23** The contractor shall inform the Officer-in-Charge any change in any of its security personnel posted at any point and shall do so only after prior approval of the Officer-in-Charge after fulfilling all the terms and conditions laid down in the tender document.

**5.24** For the purpose of providing round the clock support, the contractor should have his office with landline telephone and other communication facilities at Ahmedabad/Gandhinagar, and should have monitoring system from his local office.

**5.25** The institute reserves its right to change/alter any of the terms & conditions.

**5.26** The contractor will be required to submit a copy of bio-data stating the educational qualification/s, age and the present and permanent address along with the proof of the same and copy of Aadhaar card / Election card, one passport size photograph and copy of valid Police Verification Certificate duly vetted by the contractor, in respect of each of the security personnel to be deployed by him at the Institute.

**5.27** In the event of having found that the contractor or his personnel have contributed to a theft by deliberately convincing or by themselves taking part in such an activity, IPR reserves the right to forfeit the security deposit and terminate the contract immediately.

**5.28** The contractor will be required to provide identity cards to his security personnel under applicable labour laws.

**6. NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:**

If at any time from the commencement of the contract, the IPR for any reason whatsoever does not require the whole or part of the services as specified in the contract, IPR Authorities shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the fulfillment of the contract in full but he did not derive in consequence of the full contract having not been carried out, nor shall he have any claim for compensation by the reason of any alterations having been made in the original contract.

**7. PENALTY IN CASE OF FAILURES OF CONTRACTOR:**

In case of lapses, failures, repeated failures or lacunas noticed on the part of the Contractor, the Chief Administrative Officer or Authorized Officer shall

have the right to impose fine(s)/Penalty(s) as per the seriousness of the lapse, which shall be binding on the Contractor. While all contractual conditions will be strictly enforced, penalties will be imposed for deficiencies in service as below.

Sr. No.	Deficiencies in Services	Penalty Amount/action
<b>01</b>	If the contractor fails to comply with any of the terms and conditions of the contract	₹1000/- per occasion in addition to recovery of any loss arising out of such losses
<b>02.</b>	In case the persons deployed by the contractor are found to be negligent, lethargic, sleeping during the performance of the security duty at any of the security points.	₹1000/- per person per occasion.
<b>03.</b>	Double duties by security personnel	₹500/- per duty
<b>04</b>	In case the contractor deploys a civilian guard in place of ESM guard	₹500/- per duty
<b>05</b>	For any violation, short-comings, acts and omissions of the contractor or his security personnel, which would affect the quality of services & decorum of the Institute.	₹1000/- per occasion
<b>06</b>	In case contractor fails to deploy required no. of manpower and a point is left vacant.	As per rates mentioned in Price bid Part II (H) shall be recovered in addition to ₹1000/- per day/per duty

#### **8. INSPECTION & SAFETY:**

- a) The CONTRACTOR will visit all the premises before quoting and acquaint himself of the facilities available. If the CONTRACTOR quotes without acquainting himself of the facilities available at each of these premises, it will be deemed that he has visited and knows about the same. Under no circumstance can he plead his ignorance about the premises.
- b) The CONTRACTOR will ensure the safety of the persons deployed by him as well as that of the staff of the Institute.



## **9. THEFT/PILFERAGE:**

In case of any theft or pilferage of any of the belongings of the institute, staff, other contract staff or visitors it will be the primary responsibility of the Contractor to conduct an inquiry /investigation along with the administration of IPR to find out the fact. The Contractor if need, be in consultation with the Administration of IPR, lodge a police complaint. However, if any of the persons of the contractor is found to be guilty of theft or due to the negligence of the contractors security personnel the loss occurs to the institute, staff, contract staff or visitors guest, in that case the loss may be made good by the Contractor immediately or the same may be recovered by the Institute from the Security Deposit of the Contractor.

The Institute, apart from recovering the loss may over and above inflict a penalty as deemed fit in the case.

## **10. INDEMNITY AND GUARANTEE:**

- a) That the CONTRACTOR shall at all times indemnify and keep indemnified the IPR and its officers, servants, guests and agents from and against all the third party claims whatsoever (including but not limited to property losses, theft, damages, personal accident, injury or death of/to property or persons of any sub-CONTRACTOR and or servants or CONTRACTOR and/or the IPR and the CONTRACTOR shall at his own cost and initiative at all times till the successful completion of the contract period, maintain insurance policies in respect of all insurable liabilities, under the Motor Vehicle Act, Workmen's Compensation Act, Fatal Accidents Act, Personal Injuries Insurance Act etc.
- b) The CONTRACTOR will indemnify IPR from all claims including theft claims, suits, inability & procedure which may be identified/initiated by the employees engaged by the CONTRACTOR shall keep IPR harmless from all such rules, procedure liabilities. The CONTRACTOR shall also indemnify IPR from all or any legal implication or consequences that may arise out of labour laws/rules/accidental claims and any consequence that may arise out of misconduct of any of his personnel. The decision of the Director, IPR in this regard shall be final and binding.

## **11. GENERAL:**

If at any stage during the currency of contract, in any case involving moral turpitude, the CONTRACTOR or their employees is/are convicted, the IPR reserves the exclusive and special right to terminate the Contract and in such event the CONTRACTOR shall not be entitled to any compensation from IPR.

## **12. RATE:**

The rates may be furnished in the **Price Bid** and shall remain same during the first year of the contract. The rates quoted shall be package/lump sum rate monthly package rates and while quoting the contractor should consider any future increase / decrease in the statutory obligations.

The contractor must pay wages as per prevailing minimum wages as notified by the Chief Labour Commissioner (Central) for Zone A. The minimum wages announced for schedule of employment of "Watch and Ward" will be applicable.

GST as applicable from time to time shall be paid extra on submission of documentary evidence of the payment, along with monthly bill(s).

The rates quoted by the CONTRACTOR in all the relevant annexure, shall deem to include all expenses whatsoever that the CONTRACTOR may be required to incur for providing the security services.

## **13. RATE REVISION PROVISION FOR SECOND YEAR:**

The quoted rates will remain fixed for the first year or until the next revision made in rates announced by the Labour Commissioner's (Central) office if the contract is extended for one more year. **If IPR extends** the security contract for a term of one more year, IPR will pay the difference in the minimum wages rates as compared to the last minimum wages prevailing. The revision will be paid after the revision announced effective from April 1, 2022 and October 1, 2022. The difference will be payable only to security guards and Armed guards. The calculation of the revision will be as follows:

Step 1.

The per day Min. wages effective on March 31, 2022, will be subtracted from the Min wages announced effective from April 1, 2022 and we get X amount which will be the difference of min. wage per security guard and Armed guard.

Step 2.

Add 30.33% (Administrative charges payable: PF 13%, Bonus 8.33%, Leave Allowance 5.75 % and ESI 3.25%) to the X amount arrived at in Step 1 and we will get total difference amount per duty payable to the security personnel.

Step 3.

The total difference amount multiply by 26 days multiply by the number of security personnel (separately for guards and armed guards) deployed (as per package) as on April 1, 2021 for each of the specific location (for period more than a week). The resultant amount we get is say ₹ Y which needs to be paid in addition to the prevailing package rates. Thus the quoted package rates + Y amount will be the new package rates for each of the packages quoted for A, B, C, D and E in the price bid.

The above may be made effective from April 1, 2022 and similarly from October 1, 2022.

#### **14. EVALUATION CRITERIA:**

The price-bids of technically qualified parties shall be opened as per the date & time, which shall be notified separately. The lowest offer of technically qualified party (L1) shall be accepted based **on the total rates quoted by Contractor in Price Bid Part – II, Annexure-F.**

**INSTITUTE FOR PLASMA RESEARCH  
BHAT, GANDHINAGAR- 382428**

**ANNEXURE- I**

(To be kept duly signed in Technical Bid)

**Bidder's Detail**

I.	Name of the company /proprietor/ partnership firm registered for this purpose under any Law/Act of India	
II.	Address (office) in Gandhinagar or Ahmedabad	
III	Telephone no:	
	Fax No.	
	Email ID	
	Round the Clock Emergency No.	
	Name of the Contact person Contact No.	
IV	PF Code No.	
	GST Registration No.	
	ESI Code No./	
	PAN/TAN Registration Certificate	
	Registration details with Labour Commissioner.	
V	Should have successfully executed one contract of a duration of at least one year, for providing security services with deployment of at least 100 guards at a single premises, round the clock in Gujarat region to a Government / semi Government or a reputed Company, during last 3 years as on the date of publication of tender.	
VI	Details of one running Security Contract in Govt. / Semi Govt. or reputed organisation for providing round the clock security services in Gujarat Region with deployment of 100 or more security personnel per day.	

VII	Should have satisfactorily executed any of following during last five years on the previous day of last date of submission of tender : a. one contract of 80% of the contract value or b. two contracts of 50% of the contract value or c. three contracts of 40% of the contract value	
VIII	Contractor should have an average turnover of Rs. 16.25 Crores per annum for the last 3 financial years, i.e. 2017-18, 2018-19 and 2019-20.	Name of company:  Period of Contract:  Value of Contract:
IX	Details of valid ISO 9001 certification and valid license under the Private Security Agencies (Regulation) Act, 2005 (PSARA) as on date of publication of tender document.	
X.	Details of EMD	
XI.	Details of Bank Solvency amounting to ₹ 2,60,00,000/-	
XII	Any other information by the bidder	

Authorized Signatory (signature in full): \_\_\_\_\_

Name and Title of Signatory with seal of the company: \_\_\_\_\_

(To be kept duly signed in Technical Bid)

**LIST OF PRESENT CLIENTS**

(Tenders not accompanied by this information & documents in support of the same may be summarily rejected)

Sl. No.	Party's Name & Address	Name of contact persons & phone no.	No. of persons deployed	Period of contract	Contract value per month	Reason for termination / discontinuation if any

Authorized Signatory (signature in full): \_\_\_\_\_

Name and Title of Signatory with seal of the company: \_\_\_\_\_

**Annexure –III**

(To be kept duly signed in Technical Bid)

**LIST OF PAST CLIENTS**

(Tenders not accompanied by this information may be summarily rejected)

Sl. No.	Party's Name & Address	Name of contact persons & phone no.	No. of persons deployed	Period of contract	Contract value per month	Reason for termination if any

**DECLARATION**

1. The above facts are true to the best of my knowledge and I shall be held fully responsible for any wrong statement.
2. The information provided in the annexure is factually correct
3. I have read the Tender Notice No. \_\_\_\_\_ dated \_\_\_\_\_ and understood the terms and conditions.
4. I agree to abide the terms and conditions of the contract.

Authorized Signatory (signature in full): \_\_\_\_\_

Name and Title of Signatory with seal of the company: \_\_\_\_\_