



MORARJI DESAI NATIONAL INSTITUTE OF YOGA

(An autonomous organization under Ministry of AYUSH, Govt. of India)

68, Ashok Road, Near Gole Dak Khana, New Delhi – 110 001

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E-Mail: mdniy@yahoo.co.in Website: www.yogamdniy.nic.in

Ref.No. MDNIY/S&P/2019-20/631

Dated: 03rd July, 2020

Notice Inviting Tender (NIT) for providing Security Services at MDNIY

Sealed tenders are invited under Two-Bid system from reputed agencies, either by themselves or as a joint venture/consortium/partnership having capacity to provide Security services in Morarji Desai National Institute of Yoga, 68, Ashok Road, New Delhi-110001 for one year on outsourcing basis through e-publishing solution.

Details for applying for tender and terms and conditions may be seen at www.eprocure.gov.in and www.yogamdniy.nic.in

Schedule of Invitation of bid:

Tender Cost	Rs.43,20,000/- approx. (annum)
Date of Issuance of NIT	03.07.2020
Last date and time of submission of bid document	23.07.2020 upto 11.00 AM
Bid document to be submitted to	Director, Morarji Desai National Institute of Yoga, 68, Ashok Road, New Delhi- 110001
The EMD to be submitted	Rs.50,000/- (Rupees fifty thousand only) will be submitted in favour of "Morarji Desai National Institute of Yoga" through Bank Draft/ Pay Order only
Tender Fee to be submitted separately	Rs.500/- (Rupees five hundred only) will be submitted in favour of "Morarji Desai National Institute of Yoga" through Bank Draft/ Pay Order only
Date and time of opening of Technical bid document	23.07.2020 at 11.30 AM
Date and time of opening of Financial Bid	Shall be opened on 28.07.2020 at 02.00 pm only of those bidders who qualify in the Technical bid as per check-list enclosed.
Number of page:	27 pages

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MORARJI DESAI NATIONAL INSTITUTE OF YOGA

68, Ashok Road, New Delhi – 110 001

INDEX

S. NO.	DETAILS
1.	Cover Note
2.	Index
3.	NIT Press Notice
4.	Notice Inviting Tender
5.	Tender Documents
6.	Submission of Tenders
7.	Technical Bid Annexure-I
8.	Check-List For Pre-Qualification Bid For Security Services Annexure-II
11.	Details Of Staff Deployed Annexure-III
12.	Financial Bid Annexure-IV
13.	Terms & conditions Annexure-V
14.	Schedule Of Standard Services Annexure VI
15.	List Of Additional Conditions
16.	Form of Bank Guarantee for Bid Security Annexure-VII
17.	Form of Agreement Annexure VIII
18.	Liabilities And Penalties
19.	Acceptance Certificate Annexure IX
20.	Undertaking Annexure X
21.	Performance Certificate Annexure XI

MORARJI DESAI NATIONAL INSTITUTE OF YOGA
68, ASHOK ROAD, NEW DELHI – 110001

Sealed tenders are invited from Professional Security Agencies through e-publishing capable of providing 16 security personnel fulfilling the eligibility criteria as given below:

1.) ELIGIBILITY CRITERIA:-

(A) The agencies must be registered under Delhi Private Security Agencies Regulation Act, 2005.

(B) The agencies must have valid PAN, EPF, ESI and GST registration.

(C) The agencies must have ISO certification.

(D) The turnover of the agencies for security services during the financial years 2016-17, 2017-18, 2018-19 must not be less than Rs.50.00 Lac. each financial year.

2.) The Tender Documents to be provided for the Scrutiny of Technical Bid

1. Self-attested copy of Demand Draft/Pay order of earnest money deposit for Rs. 50,000/-.
2. Self-attested copies of PAN & GST Number.
3. Self-attested copies of Audited Balance Sheet for the year 2016-17, 2017-18 and 2018-19.
4. Self-attested copies of the certificates issued by the respective client departments to establish the number of workers deployed during financial year 2016-17, 2017-18 and 2018-19 (Annexure)
5. Self-attested copy of documentary proof of constitution of the nature of organization.
6. Self-attested copy of documentary proof of a functional control.
7. Self-attested copy of documentary proof of Contract Labour License for any one recent/ongoing contract.
8. Self-attested copy of Registration Certificate under Delhi Shops and Establishments Act, 1954
9. Self-attested copies of Annual EPF Returns (Form-6A) for financial year, 2016-17, 2017-18 & 2018-19.
10. Self-attested copies of half yearly ESI Returns for financial year 2016-17, 2017-18 & 2018-19.
11. Copies of Income Tax Returns filed by the Bidder for assessment year 2016-17, 2017-18 and 2018-19. The copies of these returns should be complete in all respect and duly attested by a Chartered Accountant.
12. Copies of Balance Sheet and Profit & Loss Account for the financial year 2016-17, 2017-18 & 2018-19. The copies must be attested by a Chartered Accountant. If the bidder had repaired an Appropriation Account, copy of the same should be appended.
13. Site can be visited on any working day from 1000 hrs to 1200 hrs. (upto the date of Technical Bid).

3.) TENDER DOCUMENTS:-

The tender document can be downloaded from the websites www.eprocure.gov.in and <http://www.yogamdniy.nic.in> . In this case, the Contractor/Agency shall submit the separate Demand Draft/Pay Order amounting to Rs.500/- (Rs. Five Hundred only) in favour of “**Morarji Desai National Institute of Yoga**” along with Technical Bid. The financial bid shall not be opened if the requisite cost of Tender Document is not paid by the Contractor.

The contractor shall deposit Bid Security (Earnest Money Deposit) of an amount of Rs.50,000/- in the form of an Account Payee DD/ Fixed Deposit Receipt from a commercial bank/ Bank Guarantee from a commercial bank in an acceptable form in favour of **Morarji Desai National Institute of Yoga** along with the Tender document. If the tender document is downloaded from the website, a separate A/c Payee DD amounting to Rs.500/- in favour of **Morarji Desai National Institute of Yoga** shall be deposited with the Technical Bid.

4.) Submission of Tenders:-

Self-attested copies of all the required documents as specified in Annexure-I & Annexure-II of tender document and original DD/P.O for EMD (Bid security) & Tender Document cost (as applicable) as well as attested copies of all other documents shall be deposited in the box placed in Admn. Block, MDNIY, First Floor, 68, Ashok Road, New Delhi-110001 for the same on **23.07.2020 up to 11.00 A.M.** failing which their Financial bids shall not be opened. The Technical bids will be opened on **23.07.2020 at 11.30 A.M.** in the Meeting Room of Administrative Block by the Tender Committee constituted for this purpose in the presence of tenderers or their authorized representatives, who must remain present. The Financial bid shall be submitted in separate sealed envelope clearly superscribing on the envelope, “Financial bids for providing security services in MDNIY”. The financial bids of only those Contractors/Agencies who qualify in Technical bids shall be opened on **28.07.2020 at 02.00 P.M.** in the Meeting Room of Administrative Block by the Tender Committee constituted for this purpose in the presence of tenderers or their authorized representatives, who must remain present.

The Technical bids and Financial bids should be kept in two separate sealed envelopes clearly marked on the envelope. These two bids should be kept in single common sealed envelope stating Name of the firm & “Bids for providing Security services in MDNIY”.

- 5.) The Agency shall submit the copies of **separate challans (as applicable)** along with the list of security manpower engaged by the contractor in the Institute, viz., ESI and PF and Service Tax exclusively in respect of the security manpower deployed by MDNIY and shall produce such challans in original for verification at the time of payment to it of release. The contractor shall abide by and comply with all the relevant laws and statutory requirement covered under Labour Act, Minimum wages and (Contract Labour Regulation & Abolition Act 1970), EPF and ESI etc. with regard to the personnel engaged by him for providing security manpower. The Contractor shall also be directed to submit the copy of monthly challan for amount of EPF deposited by him in r/o security manpower engaged in MDNIY separately along with

monthly Return i.e Form 5, Form 10 , Form 12A individual wise details and salary sheet(if applicable).

As far as EPF(as applicable) is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within seven days of close of every month. Giving particulars of the employees engaged for providing security is required to be submitted to the Institute within 30 days of start of contract. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time, the Department is entitled to recover the equal amount from any money due or accrue to the contractor under this agreement or any other contract and will be deposited with RPFC on behalf of the contractor. The contractor shall arrange to get the ESI cards made in new digital format in respect of security manpower of the Institute within one month of start of contract. The Contractor shall immediately submit the copies of all returns duly attested by concerned office with regard to EPF/ESI Act & Service Tax. The Contractor shall make available his books of accounts/documents for verification in respect to deductions on accounts of EPF/ESI & Service Tax etc. on account of Institute's security service contract.

- 6.) The Contractor or his authorized representative shall collect the attendance duly verified by the any authorized officer of MDNIY. Thereafter, the attendance sheets in original along with the attendance summary sheet, attendance chart and bill shall be submitted by the Contractor latest by the 5th of every month to the Administrative Officer for verification and processing the bill.
- 7.) **Payments to all the security manpower shall have to be made by ECS /Cheque by 07th of each month by the contractor.** Thereafter, Institute shall reimburse the amount to the contractor accordingly. Not with standing any situation in which MDNIY due to administrative reasons does not release payment by the stipulated date, the contractor should make payment to the security as per said schedule failing which a penalty of Rs. 500/- per day will be imposed by the Institute. No part payment to the security manpower shall be accepted by the institute.
- 8.) The Tender document comprises of three parts, i.e. (I) Technical Bid (II) Financial Bid and (III) Terms & Conditions for providing security services.
- 9.) The Tenders should quote in figures as well as in words the rate and amount tendered by them in the financial bid.
- 10.) When the Tenderer signs a tender in Indian language, the total amount tendered should also be written in the same language. In the case of illiterate tenderers, the rates of the amount tendered should be attested by a witness whose name and address should be stated.
- 11.) The tenders in the prescribed form duly completed, technical bid in sealed envelope No. 1 duly marked as Technical Bid, Earnest money or Rs.50,000/-in the form of P.O./Demand Draft in favour of MDNIY, in envelope No.2 duly marked as Earnest

Money and Financial Bid in envelop No. 3 duly marked as Financial Bid duly sealed & signed, shall be received in the office.

- 12.) At the first stage, the Technical Bids shall be opened in the presence of tenderers or their representatives, who may like to be present on **23.07.2020 at 11.30 a.m.** The Financial Bids shall be opened on **28.07.2020 at 2.00 P.M.** in the presence of tenderers or their representatives, who may like to be present. The financial bids of only those tenderers will be opened who are declared qualified by the Technical Committee. An undertaking to abide with the conditions governing the terms for providing security services should be enclosed alongwith the technical bid. Only successful tenderers, on the basis of the Technical Bid and inspection of concerned department or otherwise by assessing the suitability, as deemed fit by the Tender Committee, shall be called at the time of opening of Financial Bid.
- 13.) The Tender will be finalized on the basis of the financial bid separately after qualifying the Technical Bid. The tender is not transferable under any circumstances.
- 14.) Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the tenderer.
- 15.) Tender in any form other than the prescribed form issued by MDNIY will not be entertained and will be summarily rejected.
- 16.) Tenders with revised/modified rates/offer after opening of the tenders will be summarily rejected and the entire Earnest Money submitted with the tender will be forfeited.
- 17.) MDNIY reserves the right to accept or reject any or all or any part of the tender without assigning any reason thereof, and decision of the Director, MDNIY in this respect shall be final.

Director
MDNIY

MORARJI DESAI NATIONAL INSTITUTE OF YOGA
68,ASHOK ROAD, NEW DELHI – 110001

TECHNICAL BID

1. Tenders are to be submitted strictly in the enclosed format along with supporting documents.
2. The Agency alongwith the tender form should produce the following update clearance certificates. If the tenderer fails to produce/submit copies of the below mentioned documents, his/her tender will be summarily rejected.
 - I. Registration certificate of firm.
 - II. PF Registration Certificate.
 - III. ESI Registration Certificate.
 - IV. Duly acknowledged copy of Income Tax return filed during the previous financial year.
 - V. PAN Number.
 - VI. GST Number.
 - VII. License under Contract Labour Act 1970, if any.
 - VIII. TAN (TDS Account Number)
3. The Agency shall furnish details of any legal suit/legal action pending especially with regard to any violation in the PF Act, ESI Act, Labour Law, Income Tax etc.
4. The tenderer shall furnish the details regarding the total number of works/services, costing more than Rs. 50 Lac. per annum completed during the last three years. The tenderer should currently be providing at least 25 trained security guards, 20 guards & 05 security supervisor per shift of 8 hours at one location in a Ministry/Govt. Institutes/PSUs etc. (excluding schools) in NCR.
5. The Agency should also show demonstrable capacity and ability to provide adequate security of atleast 05 to 10 trained security guards at a very short notice (within 12 hours). In this connection, the Agency should furnish documents or evidence of having provided 05 to 10 trained security guards to its other clients at short notices.

MORARJI DESAI NATIONAL INSTITUTE OF YOGA

68,ASHOK ROAD, NEW DELHI – 110001

CHECK-LIST FOR PRE-QUALIFICATION BID FOR SECURITY SERVICES

Sl.No.	Documents asked for	Page number at which document is placed
1	Bid Security (EMD) of Rs.50,000/- (Rupees fifty thousand only) in the form of FDR/DD/Bank Guarantee issued by any commercial bank in favour of MORARJI DESAI NATIONAL INSTITUTE OF valid for 60 days beyond the Tender validity period.	
2	One self-attested recent passport size photograph of the Authorized person of the firm/agency, with name, designation, and address and office telephone numbers. If the bidder is a partnership firm, name designation, address and office telephone numbers of Directors/Partners also.	
3	Undertaking on a Stamp paper of Rs.100/- (Rupees one hundred only) as per format prescribed in. (annexure X)	
4	Self-attested copy of the PAN card issued by the Income Tax Department with copy of Income-Tax Return of the last financial year.	
5	Self-attested copy of GST No.	
6	Self-attested copy of valid Registration number of the firm/agency.	
7	Self-attested copy of valid Provident Fund Registration number.	
8	Self-attested copy of valid ESI Registration No.	
9	Self-attested copy of valid License No. under Contract Labour (R&A) Act, 1970.	
10	Additional documents as required for Evaluation criteria for Technical & Financial Bid	
	a) Self attested copy of the certificate issued by the respective client departments to establish the number of workers deployed during financial year 2016-17 , 2017-18 and 2018-19.	
	b) Self attested copy of documentary proof of constitution of the nature of organization.	
	c) Self attested copy of documentary proof of a functional control.	

	d) Self attested copy of documentary proof of Contract Labour License for any one recent/ongoing contract	
	e) Self attested copy of Registration Certificate under Delhi Shops and Establishments Act, 1954.	
	f) Self attested copy of Annual EPF Returns (Form-6A) for financial year 2016-17 , 2017-18 and 2018-19.	
	g) Self attested copy of half yearly ESI Returns for financial year 2016-17 , 2017-18 and 2018-19.	
	h) Copy of Income Tax Returns filed by the Bidder for assessment year 2016-17, 2017-18 and 2018-19. The copy of these returns should be complete in all respect and duly attested by a Chartered Accountant.	
	i) Copy of Balance Sheet and Profit & Loss Account for the financial year 2016-17, 2017-18 and 2018-19. The copies must be attested by a Chartered Accountant. If the bidder had repaired an Appropriation Account, copy of the same should be provided.	
11	Any other documents, if required.	

Signature of the Bidder
(Name and Address of the Bidder)
Telephone No.
Mobile No.

Annexure-III

DETAILS OF STAFF DEPLOYED

Sl. No.	Name of the Client with address	Period from to	No. of Ex.SM.* Suprs.	No. of Civilian Suprs.	No of Ex.SM.* Guards	No of Civilian Guards	No of Guards per shift	Remarks

(Ex.SM.*- Ex.-Service Man)

Signatures of Authorised Signatory

MORARJI DESAI NATIONAL INSTITUTE OF YOGA
68,ASHOK ROAD, NEW DELHI – 110001

FINANCIAL BID

Tender document for providing security services at MDNIY, DELHI

1. Name of the Firm/Agency
(Full address with Tel. No.):
2. Rates quoted per Guard/Supervisor for 8 hours duty (as per the minimum wages Act of Govt. of NCT of Delhi):

	Sec. Guard (Un-skilled)	Supervisor (Semi-skilled)	Remarks
Basic salary,	14,806.00	16,284.00	
including VDA#			
HRA			
Relieving Charges (1/6 of basic salary)			
Total**			
ESI @ 3.25% on Total**			
EPF/EDLI/Adm. Charges (13% of basic)*			
Total			
Cost per Head			
Any Other Charges			
Service Charges@			
Total			
GST			
G. Total (In figures)			
(In Words)			

* Approximate requirement of personnel, subject to variation as per actual requirements, is tentatively projected at:

1. Guards : 13
2. Supervisors : 03

Tenderers are requested to kindly quote accordingly.

Signature of the Contractor or
His/Her authorized signatory with
Seal of the Agency/Firm

TERMS AND CONDITIONS

1. "SCHEDULE OF SERVICE" is as per detail.
2. The Company/Agency shall be responsible for all injuries and accidents to persons employed by it. It will also cover, through an Insurance Policy, its personnel for personal accident whilst performing the duty.
3. The Company/Agency shall be responsible for the good conduct and behaviour of its employees. If any employee of the Company/Agency/visitor is found misbehaving with the supervisory staff or any other staff member/student of the Institute, it shall terminate the services of such employees on the recommendation of the Admin. Officer or any other officer designated by the Director, MDNIY. The Company shall issue necessary instructions to its employees to act upon the instructions given by the supervisory security staff of the Institute.
4. The Company/Agency and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to it by the Institute and shall not knowingly lend to any person or company any of the effects or assets of the Institute under its control.
 - (a) In the event of any loss being caused to the Institute on account of negligence/ dereliction of duties by the Company/Agency or Company/Agency's employee that shall be established after a joint inquiry comprising of the representatives of the Institute and the Company, the Institute should get the same compensated from the Company. The company may have a Public Liability Insurance Policy Cover.
 - (b) The Company will not be held responsible for the damages caused to the property of the Institute due to natural calamities like lightning, earthquake, floods etc.
5. The Company shall not appoint any sub-Company/Agency/Agency to carry out any obligation under the contract.
6. The Company/Agency shall take day to day instructions from the Admin. Officer or his Deputy, in his absence, of the Institute.
7. If the Company/Agency fails to implement the assigned jobs or parts of the Standard Operating Procedures to the satisfaction of the Director of the Institute or any officer nominated by him or on any day in any part of the areas assigned, the company shall be penalized by imposing fine of Rs.500/- per day. The penalty shall continue for successive days till the satisfaction of the authorities. The Company/Agency shall provide replacement in case the employee of the Company/Agency is proceeding on leave. This will be at no additional expense to the Institute. In case of any absence the Company/Agency shall be penalized by imposing a fine of Rs.500/- per Guard/Supervisor per day in addition to that day's salary. This will also be in addition to the claim of the Institute as mentioned above in Para 4. The amount of penalty will be deducted from the monthly bills.
8. None of the employees of the Company/Agency shall enter into any kind of private work at different locations of the Institute during working hours or otherwise, failing which penalty as stipulated in clause (7) of the above terms and conditions shall be imposed. The employees should not be put in different shifts at other locations & they should not be employed by other agencies to do so also.
9. **Physical Standards and Qualifications:** The employees of the Company/Agency shall be of good character and of sound health.

a. Security Guard (Ex-Servicemen):

- i) Age: Not more than 50 years.
- ii) Character: Very Good
- iii) Education Qualifications: Army first class or matriculate.
- iv) Physical Standards: Height 5 ft. 6 inches minimum (except hill tribes) and
- v) Physically fit.

b. Security Guards (Civilians):

- i) Age: Not more than 35 years.
- ii) Character: Very Good
- iii) Education Qualifications: Minimum Matriculate
- iv) Physical Standards: Height 5 ft. 6 inches & physically fit.

c. Supervisors:

- i) Age: Not more than 55 years in case of Ex Servicemen & 40 in case of Civilians.
- ii) Character: Exemplary in case of Ex-servicemen and Good in case of Civilians.
- iii) Education Qualifications: JCO rank in case of Ex-servicemen & Minimum graduates in case of a civilian with at least 3 years' experience.

The Guards to be supplied in the ratio of 30% Ex-servicemen and 70% civilians. The Institute will have liberty to change this ratio, should the Institute consider this change necessary for better security. In addition the Institute will have liberty to increase / decrease the total number of Guards by giving at least one week's notice to the Company/Agency. It would be desirable that the security staff provided should have knowledge of Fire Fighting, First Aid, Scooter/Motor Cycle/LMV Driving & handling wireless communication equipment.

The Agency shall provide the details of the staff, proposed to be deployed viz. Their name, fathers name, DOB, residential address, Telephone number, recent passport size photograph, in form of a data base in both hard & soft form and also provide a local police clearance certificate.

- 10. The Company/Agency shall maintain an Occurrence Book which will be made available to the supervisory staff of the Institute.
- 11. **In the event of revision of rates by Delhi Administration at any time, the same rates will accordingly be revised. The 'Onus' for producing the copy of notification of Delhi Administration, will be of the Agency.**
- 12. Company/Agency shall abide by all laws of the land including, Labour Laws (ESI, PF, BONUS Income Tax, Service Tax or any other extra taxes levied by the Government Companies Act, TAX Deduction liabilities. Welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein, though any such onus shall be the exclusive responsibility of the Company/Agency, and it shall not involve the Institute in any way what-so-ever.
- 13. The security proposed to be deployed by the Company/Agency shall be subject to screening by the Institute, to ascertain their suitability and skills. Before deploying a person in the Institute the Company/Agency shall furnish complete particulars and obtain written approval of the designated officer of the Institute on a Pro forma to be collected from Admin. Officer, MDNIY.

14. Institute reserves the right to ask and require the Company/Agency to remove any person deployed by the Company/Agency, without assigning any reason/notice.
15. The Company/Agency shall supply trained security. The Company/Agency shall also undertake at its own expense in consultation with the Institute, a continual updating of skills and processes and procedure to be followed by the Security Staff provided to the Institute by organizing suitable training schedules for them. The Company/Agency shall also provide a tentative schedule/plan for training its staff for **one year**. A proper record of the training of its staff shall be maintained by the Company/Agency. The Company/Agency will also include the training and updating skills of permanent security staff of Institute in consultation with the Admin. Officer of the Institute at no additional expense to the Institute. The Institute agrees to provide Space/Lecture Hall for such a training programme. The security supplied by the Company/Agency shall also be trained on the existing Fire detection and Alarm system and Fire Fighting Systems installed in the Institute. In case of an outbreak of fire they should be able to undertake fire fighting operations. The Staff selected for deployment will compulsorily undergo ON-SITE Training for at least 03 days under Company/Agency's arrangements and expense.
16. Duration of the contract shall be **one years (may be extendable for further two year on the basis of performance and evaluation)** subject to yearly appraisal and review by the Institute authorities and in case the jobs performed are not found to be satisfactory, the contract shall be terminated even before one years term by giving notice of one month to this effect. A record of every lapse small or big to be maintained by the Institute Authorities & a weekly meeting of the representative of the Company i.e. Admin. Officer will be held and minutes of the same recorded for compliance. A monthly meeting with the Branch Manager to be held for follow- ups.
17. The Company/Agency shall in no case pay its employees less than the minimum mandatory rates as specified by Delhi Administration per month plus allowances. The payment must be made by cheque and a record of that should be kept in a register which may be examined by the Institute at any time. In case the Company/Agency fails to make timely payments to its employees, or any employee of the Company/Agency reports to the Institute regarding non-payment of dues, the Institute on being satisfied of the complaint shall pay the employees of the Company/Agency directly and suitable deductions shall be made from the amount to be paid to the Company/Agency. In case of ESI, EPF and Service Tax, the Company/Agency shall produce original challans/receipts to the Institute for verification & records.
18. The Company/Agency shall supply uniforms (all weather) with Name plates to the persons engaged by it. The Institute shall not allow any employee of the Company/Agency to work inside the Institute without uniform except in cases where-in specifically asked for. If during the period of contract the uniform is torn it shall be the responsibility of the Company/Agency to supply another uniform to the persons and ensure that the persons wear uniform while they are on duty in the Institute. The Company/Agency shall get the identity card of each employee countersigned by the Admin. Officer of the Institute.
19. The Security Guards and Security Supervisors shall be normally required to work in three shifts basis. No Security Guards /Supervisor will be allowed to perform double duty/continuous basis unless authorized by the Admin. Officer of the Institute. Reference is invited to item 8 of Terms and conditions in this regard also.
20. The tender shall remain valid and open for acceptance for a period of 90 days from the last date of submission of tender.

Designation of the Authorized Officer: Director

Address of the Department: MDNIY, 68, Ashok Road, New Delhi-110001

21. Late and Delayed Tenders:-

- a. Bids must be received in the Institute at the address specified above not later than the date and time stipulated in the NIT. The Institute may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the Institute and the Bidder will be the same.
 - b. Any bid received by the Institute after the deadline for submission of bids, as stipulated above, shall not be considered.
22. No employee of the Company/Agency shall work for more than 26 days in a month or as specified by Labour Laws.
 23. The Company/Agency shall deposit an amount @ 10% of the tendered amount as Security deposit with the Institute for the entire duration of the contract.
 24. The Company/Agency will get all the staff deployed at MDNIY, verified of their antecedents through Delhi Police and a certificate to this effect be furnished by the Company/Agency to the Institute within 3 months of initial deployment. The Company/Agency should maintain proper record /documents of the same. These documents are required to be produced to the Institute whenever required.
 25. The company shall have a registered office in NCR of Delhi. It should be a professionally run organization and not a garage operation. The office shall have effective communication facilities like telephone. FAX, Mobile, Telephone, e-mail, Wireless system and Vehicles and the company should have a 24 hrs. Manned control room, to ensure a quick response.
 26. The Company shall have proper standard and procedures of recruitment and training. The company will provide a copy of Training Manual for inspection to MDNIY authorities.
 27. The Company shall have a proper system for checking the guards on duty, day & night for every shift. Records of the same should be effectively maintained and shortcomings if any should be immediately rectified. A daily report to be submitted to the Admin. Officer. The Company should supply Guard Check Book to all guards post wise at its own cost.
 28. Company/Agency will apply to the Labour Commissioner for obtaining a labour license and will submit a copy of license to Admin. Officer within 30 days from the date of issue of the award of contract.
 29. The Company/Agency shall employ & post on “Field Officer” experienced in the field of security at the Institute premises at its own cost for taking care of queries/matters relating to general discipline, incidents, accidents relating to the company and its employees and also for immediate interaction with the Institute authorities.
 30. That no right, much less a legal right shall vest in the Company/Agency’s workers to claim/have employment or otherwise seek absorption in the Institute nor the Company/Agency’s workers shall have any right whatsoever to claim the benefits and for emoluments that may be permissible or paid to the employees of the Institute. The workers will remain the employees of the Company/Agency and this should be solely the responsibility of the Company/Agency to make it clear to their workers before deputing on work at the Institute.
 31. The Company shall not be allowed to change its name and style after the award of the contract.

32. The Agency will have to deploy minimum workers all the time to perform the above specified jobs.
33. The Firm has agreed that above mentioned manpower is sufficient for security in all respect for MDNIY, New Delhi and Ghaziabad to look after the security round the clock including on Saturday, Sunday and all the Gazetted Holidays. Relievers shall be provided by the agency.
34. The Firm must ensure that all the Security staff are in the proper uniform along with black shoes, badges, cap with name plate on the pocket and all necessary items like torch, whistle and stick etc. and these uniforms & items shall be provided by the Firm.
35. The Firm's staff shall work under the overall supervision and directions of the Director of the Institute or any other officer authorized by him.
36. Any legal disputes will be subject to jurisdiction of Delhi Courts.
37. Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity. Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the Institute.
38. MDNIY, may reject the Bid in the event that the Bid is accepted but the successful bidder fails to furnish the Performance Security or fails to execute the contract agreement within time frame as stipulated in the document.
39. The successful bidder will be required to execute a contract agreement in the form within a period of 30 days from the date of issue of Letter of Offer. The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of 'Letter of Offer'.
40. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.
41. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of Bid Security.
42. The requirement of manpower can be increased or decreased at any later stage depending upon the actual requirement of MDNIY.
43. The contractor shall provide a non- judicial stamp paper of Rs.100/- for preparing a Contract Agreement.

Director, MDNIY

SCHEDULE OF STANDARD SERVICES

1. Protection of the Personnel & Property (Institute) as e.g. when assigned in MDNIY (cash & documents), trespass in the assigned area and against Institute Procedures & Rules. Wilful Harm, Deploying fail-safe preventive security measures, providing early warning & mobilizing trouble shooting elements of the Institute.
2. Fire Fighting.
3. Security Audit/Surveys/Investigations/Consultancy.
4. Training of Security Guards (own + MDNIY).
5. Adherence to the Standard Operating Procedures given by the Director or any other authorized Officer of the Institute which may be modified from time to time depending on situation.
6. Any other contingency & situation arising out of protecting Property & Personnel (Institute as well as residents) assigned by the Admin. Officer.
7. The Firm will be responsible for entire security of the Land, Building and Property including all assets of the MDNIY at 68, Ashoka Road, New Delhi and Land at Govind Puram Ghaziabad within the above mentioned manpower. The security staff will look after the security round the clock at MDNIY New Delhi.

Besides the normal Security of personnel and assets, the Firm is to:

- (a) To man / security check posts located at the main Entry / Exit gate (Mahadev Road) and other sensitive points as at the rear of the main Building.
- (b) Security personnel shall check material / property / visitors / students etc. for entry / exit purpose through the procedure of gate pass / identity cards etc.
- (c) To prevent entry of stray dogs /cattle etc.
- (d) To marshal and control pedestrian and vehicular traffic at the gates and within the Campus.
8. The Security Staff should be well informed about local Police Station, Fire Stations, Hospital, and Authorities of the Institute.
9. The Firm has agreed that the security staff will maintain proper record of the visitors & their vehicle numbers and will show the register maintained for the purpose as and when required by the authorities of the Institute.
10. The Agency shall be responsible for keeping a record of the material going out of the MDNIY which shall be allowed only on the issue of gate pass by competent authority. These shall be submitted the next day to the Administrative Officer, MDNIY.

ADDITIONAL SERVICES

(To be paid separately, Rates to be provided by the Agency)

1. Personal security guard (Armed/Unarmed)
2. Valets
3. Security Products
4. Additional Communication equipment
5. Any other requirement that the Agency feels it can provide reliably

LIST OF ADDITIONAL CONDITIONS/AMPLIFICATIONS

Scope of Work

1. The Company shall provide Security to the Institute deploying fail-safe Security measures, providing early warning and mobilizing trouble shooting elements. The items or situations that have to be covered by security services of the company are enumerated with important but non exhaustive list as below:-
 - (a) Protection of property and personnel (faculty, staff, students, official visitors and) of the Institute against wilful harm; the Institute meaning All Gates, Academic Areas, Activities Area, all within the boundary of MDNIY Campus.
 - (b) Protection of property and personnel of the Institute also in MDNIY when so specified.
 - (c) Protection of cash and documents, when so specified in MDNIY.
 - (d) Protect property/cash/documents of Institute against burglary (where loss is due to entry after breaking the any entry lock/door/window/grill).
 - (e) Regulate access control at gates, prevent miss-use of MDNIY grounds and facilities by outsiders, preventing tress-passing, unauthorized parking, unauthorized construction, squatting in the Institute Campus, and prevent vandalism, breaking of twigs / trees throwing of garbage /littering and ensuring cleanliness. Ensure proper & timely reporting of violations to supervisors.
 - (f) Prevent loss that is on account of lapse in “access control measures” at Gates of the Institute.
 - (g) Undertake fire fighting operations with provided equipment.
 - (h) Prevent trespass in specified areas/offices in the Institute.
 - (i) Regulate parking of vehicles in designated areas of the Institute.
 - (j) Provide security during official, social and religious functions inside the MDNIY Campus.
 - (k) Conduct security audits/surveys/investigations/consultancies as per requirements.
 - (l) Conduct periodic training of security guards of its own and Institute personnel.
 - (m) Provide security for specific functions within the Institute.
 - (n) Adhere to the Standard Operating Procedures (SOPs) given by the Director or his nominee which may be modified from time to time by the Director or his nominee.
 - (o) The company should have an insurance cover from Insurance Company for public liabilities and thefts.
 - (p) The company should have an investigation cell to carry out investigation of thefts, accidents or any other matter required from time to time.
 - (q) The company should be able to provide extra security guards at days’ notice.
 - (r) Carry out Any other job assigned by the Director or his nominee in interest of Security of Institute.
 - (s) Provide Security services round the clock at Govindpuram, Ghaziabad land of MDNIY.

Contract Amount:

The Firm has agreed to undertake the Contract to arrange for security in MDNIY, New Delhi at an annual estimated cost of amount Rs.43,20,000/- per annum including all taxes, charges etc. (subject to changes in minimum wages and other statutory charges etc.)

FORM OF BANK GUARANTEE FOR BID SECURITY

(Refer Clause)

(To be stamped in accordance with Stamps Act of India)

KNOW ALL MEN by these present that we _____ (Name and address of Bank), having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ (Name of the Department) (here in after called "the Department") in sum of Rs. _____ for which payment will and truly to be made to the said Employer, the Bank binds himself, his successors and assigns by these presents.

WHEREAS _____ (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated _____ for providing security (hereinafter called "the Bid").

WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs. _____ (Amount in figures and words) as Bid Security against the Bidder's offer as aforesaid.

AND WHEREAS _____ (Name of Bank) have at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

WE further agree as follows:-

1. That the Institute may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Bidder.
2. That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Bidder.
3. That this guarantee commences from the date hereof and shall remain in force till:-
 - (a) The Bidder, in case the bid is accepted by the Department, executes a formal agreement after furnishing the Performance Guarantee of a scheduled commercial Bank based in India.
 - (b) Forty five days after the date of validity or the extended date of validity of the Tender, as the case may be, whichever is later.
4. That the expression "the Bidder" and "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assignees.

THE CONDITIONS of this obligation are:

- (i) If the Bidder withdraws his bid during the period of Tender validity specified in the Form of Tender; or
- (ii) If the Bidder refuses to accept the corrections of errors in his bid; or
- (iii) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of tender validity and (a) fails or refuses to furnish them Performance Guarantee and/or (b) fails or refuses to enter into a contract within the time limit specified in para 7.7.5 of the NIT.
- (iv) If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.
- (v) If the contract is terminated for the reason that the agency is blacklisted in Government of NCT of Delhi or in any other State Governments/Union Government/Public Sector

WE undertake to pay to the Institute up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed (i), (ii), (iii)(a), (iii)(b), (iv) or (v) mentioned above, specifying the occurred condition or conditions.

Signature of Witness

Signature of Authorized Official of the Bank

Name of Official _____

Designation _____

ID No. _____

Name of Witness

(Stamp/Seal of Bank)

Address of Witness

**MORARJI DESAI NATIONAL INSTITUTE OF YOGA
68, Ashok Road, New Delhi – 110 001**

FORM OF AGREEMENT

THIS AGREEMENT is made on the ___ day _____ (Month) _____ (Year) Between the President of India through the Director, Morarji Desai National Institute of Yoga, 68, Ashok Road, New Delhi – 110 001 (Name and address of the Department) hereinafter called “the Institute”, which expression shall, unless excluded by or repugnant to the context, be deemed to include its successor in office and assigns of the one part AND _____ (Name and address of the contractor) through Shri _____, the authorized representative (hereinafter called “the contractor”) (which expression shall, unless excluded by or repugnant to the context, be deemed to include its/their heirs, successors, executors, administrators, representatives and assigns) of the other part. Under which the contractor shall provide uniformed and trained personnel and will use its best endeavours to provide security to the Morarji Desai National Institute of Yoga for providing a neat and clean environment to the Institute.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - a. Letter of acceptance of award of contract;
 - b. Terms and Conditions;
 - c. Notice inviting Tender;
 - d. Bill of Quantities;
 - e. Scope of work;
 - f. Addendums, if any;
 - g. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the Institute to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the employer to execute and the providing of security w.e.f _____ as per the provisions of this Agreement and the tender documents.
4. The Institute hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per the provisions of this Agreement and the tender documents, the contract price of Rs. _____ (_____ Rupees in words).

5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times in manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the Contractor

For and on behalf of the President of India

Signature of the authorized official

Signature of the authorized Officer

Name of the official

Name of the Officer

Stamp/Seal of the Contractor

Stamp/Seal of the Employer

By the said

By the said

_____ Name

_____ Name

on behalf of the Contractor in

on behalf of the Employer in

the presence of:

the presence of:

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

Telephone No: _____

Telephone No: _____

LIABILITIES AND PENALTIES

1. The Company shall perform all the assigned jobs to the satisfaction of the Institute and shall be liable for any loss or damage to Institute as stated herein.
 2. The Company and its staff shall take due and required steps and precautions to preserve from loss, destruction, waste and misuse, the areas of responsibility given to them and not knowingly lend to any person or Company, any effects or assets of the Institute under its control.
 3. In event of any loss being caused to the Institute that is prime-facie on account of the negligence and/or dereliction of duties by the Company or its staff, a Joint Committee comprising of a representative of the Institute and Company shall determine whether the loss is on account of unsatisfactory performance of the Company and in the case it will also determine the compensation to be paid to the Institute by the Company. The recommendations of the joint committee will subject to the approval of the Director, MDNIY or his nominee.
 4. The liabilities up to Rs.1.00 lakhs will be met by the Company for the liabilities more than Rs.1.00 lakhs Company may make good such a loss through an insurance cover if it has one, which would specifically enable payment of compensation to MDNIY for the losses suffered due to negligence or poor performance by the Company and the compensation will be as per Insurance rules. Alternatively it should be covered by the Company itself.
 5. However the company will not be held responsible for the damages caused due to natural calamities like lightening, earthquake, foods etc.
 6. MDNIY premise is NO SMOKING ZONE. No Security Staff of the company should be found smoking, eating pan, gutka or intoxicants/drugs.
- Penalties:**
- a) If the complete manpower as indicated above is not provided on any day during the contract period, a sum of Rs.500/- (Rupees five hundred only) per day per guard/sentry/supervisor shall be deducted as a penalty from the monthly bill.
 - b) Not alert on duty @ Rs.100/-
 - c) Improper Uniform @ Rs.100/-
 - d) Sleeping on duty @ Rs.1000/-
 - e) Misbehavior / Misconduct @ Rs.500/-
 - f) Post left unmanned @ Rs. 500/-
2. The Firm shall work in coordination with Institute Security Guards while exercising overall Supervision. The Institute Security employees shall ensure security of the Headquarters Area and the entry / exit at Ashok Road Gate. They shall ensure locking of all offices, switching off Lights, etc. The Firm shall jointly monitor the security and closure of all office doors.
 3. The Firm shall not engage any sub-contractor or transfer the contract to any other person/ Firm.
 4. The Institute reserves the right to terminate the Contract at any stage, without assigning any reason, with 30 (thirty) days' notice.
 5. The Director or Authorized Officer reserves the right to deduct the amount of penalty & other known recoveries both latent & patent from the bills of contractor.

Understood, Agreed and Approved:

In witness of this, the Firm and Institute in this Agreement, by their respective duly authorized officer / representative have each executed this Agreement.

Arbitration

1. Any disputes arising out of and in relation to this agreement can be mutual consent be referred to arbitration by a sole arbitrator, acceptable to both the parities i.e. the Company and the Institute. The arbitration would be conducted and governed by and under the provisions of Arbitration Act 1996. Any legal dispute will be subject to jurisdiction of Delhi Court and no other Court shall have the jurisdiction.

Last Payment

2. The last payment of the Company will be cleared only after ascertaining clearance of all liabilities pending with the Company.

Director, MDNIY

ACCEPTANCE CERTIFICATE

I..... (Designation)..... of (Name of the Company)
..... have read and understood and hereby accept the above
mentioned Terms & Conditions (Para 1 to 37 along with all the Appendices) for the Security
Contract of MDNIY.

Signatures of Authorized Signatory

Company Seal/Stamp

Date :

Place :

Counter Signatures of the Director, MDNIY

**(ON A STAMP PAPER OF Rs.100/-)
UNDERTAKING**

To

(Designation and Name of the concerned Department)

Name of the firm/Agency_____

Name of the tender_____ Due date: _____

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves to abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We shall provide trained Security workers.
5. I/We do hereby undertake that neat and clean environment of the Department shall be ensured by our Agency, as well as any other point considered by our Agency. Our Security Service shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of Rs._____Lakhs (Rupees). The Insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft, if any, shall be recoverable from me/us through fidelity bond.

(Signature of the Bidder)
Name and Address of the Bidder.
Telephone No.

PERFORMANCE CERTIFICATE

It is certified that M/s (tenderer) had provided watch and security services to our organization for the premises located at and had deployed..... (in words) Number of security guards and Number of security supervisors and security officers in this premise for the period from (date) to(date). The Financial component of the watch and security work contract for the above said work is Rs. (in word).The performance of the firm was Good/Very Good/ Excellent/ Outstanding.

Signature of the client (of the tenderer) or its authorized
Signatory with seal
Telephone No.