

भारतीय प्रबंध संस्थान जम्मू
Indian Institute of Management Jammu

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NOTICE INVITING TENDER
(E-PROCUREMENT MODE ONLY)
FOR
SECURITY SERVICES
TO IIM JAMMU

Tender Ref No: IIMJ/NIT/Security/2021-22/13

Dated: 08.03.2022

Tender Document can be downloaded from the following websites:

<http://www.iimj.ac.in/tender-and-notice>

<https://www.eprocure.gov.in/epublish/app>

<https://mhrd.euniwizarde.com>

Address To:

Chief Administrative Officer

Indian Institute of Management Jammu

Old University Campus, Canal Road

Jammu- 180016 (J&K)

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Tender Ref No: IIMJ/NIT/Security/2021-22/13

Dated: 08.03.2022

Indian Institute of Management Jammu, an autonomous body, under the Ministry of Education, Government of India invites online tender from interested parties or agencies, that are in possession of a valid PSARA license to provide safety and Security Services to Central/State Govt. department /Autonomous Institute/PSU/reputed private organization. Interested Agencies meeting the eligibility criteria as per Tender document may submit their Bids complete in all respect.

The Important information related to tender schedule are as follows:

TENDER SCHEDULE:

Date of Issue/Publishing	:-	08.03.2022
Start date and time of submission of Bid	:-	08.03.2022
Last Date and Time for Submissions of Bids	:-	30.03.2022 upto 3.00 PM
Last Date and Time for receipt of queries	:-	20.03.2022 Upto 3.00 pm
Date and Time of Opening of Technical Bid	:-	31.03.2022 at 3.00 PM
Date and Time of Opening of Financial Bid	:-	Will be informed later
Estimated Contract Value	:-	Approximately Rupees 1.50 crore (Rupees one crore and Fifty Lakh only) per annum
Tender Processing Fee (Non Refundable) Not Exempted	:-	Rs. 1180/- (Rupees One Thousand One Hundred Eighty only) Including GST
Cost of Tender Document / Registration Fee	:-	Nil
EMD	:-	Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only)
Performance Security	:-	3 % of Total Estimated Contract Value
Contact detail	:-	Chief Administrative Officer 0191-2585837 cao@iimj.ac.in

Note: The bidders are requested to read the tender document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/instructions in this document may disqualify the bidders from the tender exercise.

In case the last date of receipt of tenders or the day of the opening of tender is declared as a Public Holiday, or there is non- functioning of the institute due to any unavoidable reason, the next working day will be treated as a day for the purpose at the same time. No separate intimation will be given.

SD/-

Chief Administrative Officer

1. BACKGROUND:

- 1.1 Indian Institute of Management Jammu, hereinafter known as IIM Jammu is one of the Institutions of National Importance (INIs) in India governed by the Indian Institute of Management Act 2017 under the Ministry of Education (MOE), Government of India. The Institute imparts quality/ world class education in Management and conducts MBA program, postgraduate programme in management equivalent to MBA, Doctoral level programmes and executive training programs in all the functional areas of Management.
- 1.2 IIM Jammu is operating from its temporary campus at the Old University Campus, Canal Road, Jammu, since August 2016. Indian Institute of Management Jammu has setup a new extension transit campus to accommodate new students, staff and faculty at Jallo Chak, Jammu, which will be used for residential and academic purposes.
- 1.3 IIM Jammu is also operating its transit Satellite campus for Executive's Education Programs at Pohroo Chowk, Nowgam Bypass, Srinagar-190015 J&K.
- 1.4 The proposed 200 acres of state-of-the-art campus is coming up at Jagti, 14 Kms. from Jammu City, about 16 Kms. from Jammu Railway Station and 18 Kms. from Jammu Airport. The proposed Campus will be a blissful mix of modern architecture, culture and heritage of Jammu and Kashmir.
- 1.5 IIM Jammu invites tender from interested parties or agencies that are in possession of a valid PSARA license to provide safety and Security Services to various Govt and Autonomous Bodies in India.

2. SCOPE OF WORK:

- 2.1 **LOCATIONS OF SERVICE:** Providing Security services to IIM Jammu by deploying required number of Security Personnel at four different locations (three locations in Jammu and one location in Srinagar).

2.1.1 LOCATIONS OF JAMMU:

- (i) **Location 1:** Transit Campus, Old University Campus, Canal Road, Jammu.
- (ii) **Location 2:** Transit Campus, near old Guru Nanak College of Education Campus, NEAR BALOL BRIDGE, Jallo Chak, Jammu.
- (iii) **Location 3:** IIM Jammu Guest House, Gandhi Nagar Jammu.
- (iv) **Location 4:** Proposed Permanent Campus at Jagti.

2.1.2 LOCATIONS OF SRINAGAR:

- (i) **Location 4:** IIM Jammu Srinagar Off-Campus, Pohroo Chowk, Nowgam Bypass Srinagar J&K 190015.

2.2 DETAILS OF REQUIREMENT OF SECURITY PERSONNEL:

- 2.2.1 **Supervisor** for 01 shifts of 8.00 hours
- 2.2.2 **Security Guard (With Arms)** for 01 shifts of 8.00 hours
- 2.2.3 **Security Guards-Male (Without Arms)** for 03 shifts of 8.00 hours
- 2.2.4 **Security Guards-Female (Without Arms)** for 03 shifts of 8.00 hours at Jammu Locations and for 01 shift of 8.00 hours at Srinagar Location.

2.2.5 Any Other Category of Outsourced Manpower as required by IIM Jammu. Agency may be asked to provide other contractual manpower on outsourcing over and above of the security personnel as per the requirement of IIM Jammu.

2.3 TENTATIVE NUMBER OF SECURITY PERSONNEL:

Sr. N.	Post	No. of Days in a week	Req. no of Security Personnel per day			
			Location 1	Location 2	Location 3	Location 4
1.	Supervisor	6	01 (One Shift)	01 (One Shift)	Nil	01 (One Shift)
2.	Security Guard (With Arms)	7	01 (One Shift)	01 (One Shift)	Nil	Nil
3.	Security Guards-Male (Without Arms)	7	12 (Three Shifts x 04)	12 (Three Shifts x 04)	03 (Three Shifts x 01)	06 (Three Shifts x 02)
4.	Security Guards-Female (Without Arms)	7	03 (Three Shifts x 01)	03 (Three Shifts x 01)	Nil	Nil

Note: Above requirement of security personnel may vary (increase / decrease) time to time as per requirement of IIM Jammu.

2.3.1 Agency may be asked to provide additional security for Proposed Permanent Campus at Jagti or to transfer the security personnel from other campuses of Jammu, with no extra cost.

- 2.4 The Agency shall provide Security services by deploying adequately trained and well-disciplined security personnel, who shall safeguard the IIM Jammu site, buildings, movable and immovable assets, equipment and other items from any thefts, pilferage or damage and ensure safety of the students, employees, visitors, guests or any other persons working in the premises.
- 2.5 All the men security personnel shall be Ex-Service Man (Combatant Role) from Army / Navy / Air force. The Agency shall produce the valid proof of his being an ex-service man before deploying any security personnel. However, in case of **Security Guards-Female** or any other circumstances, this condition of Ex-Service Man from Army / Navy / Air force, may be relaxed.
- 2.6 **Security Guards-Female** should have previous experience of at least 2 years at security setup.
- 2.7 The Agency shall ensure that the security personnel deputed are healthy and not more than 55 years of age. The Agency will get their antecedents, character and conduct verified and submit an undertaking certificate. Anyone found below the minimum standard shall be removed immediately from IIM Jammu.
- 2.8 The Security personnel deployed by the Agency should to be able to make entries properly in the registers kept at the security desk/booth whenever required and also to write their names in the Attendance Register and mark their arrival and departure by signing on the register.

- 2.9 The Security Personnel should be able to communicate English, Hindi and other local language.
- 2.10 The security personnel shall be deployed round the clock of IIM Jammu to safeguard the premises as per the requirement of IIM Jammu.
- 2.11 The Agency shall deploy security guards trained in all facets of security work, including fire-fighting. The Agency shall provide necessary undertaking and documentary evidence in this regard.
- 2.12 The Agency shall maintain records of inward and outward movement of Students, Guests & Visitors, Sub Contractor personnel, along with the inward & outward record of materials & vehicles etc. with proper checks on the same as per instructions given from time to time by the Officer In-charge/Chief Administrative Officer.
- 2.13 The security personnel deployed shall remain alert and take regular rounds of the premises to maintain vigil.
- 2.14 The agency has to provide uniform, Identity card, Baton, Umbrella, Heavy duty Torch & Raincoat etc. to each security personnel.
- 2.15 A representative of Agency shall be in-charge of the security system and shall be responsible for the efficient rendering of the service under the contract. The security personnel shall be equipped with latest communication systems/mobile phones. Night Guards shall be equipped with proper protection and lighting devices. While working at the premises of IIM Jammu, they shall work under directives and guidance of the Chief Administrative Officer and will be answerable to the Chief Administrative Officer. This will however, not diminish in any way, the Agency's responsibility under contract to IIM Jammu.
- 2.16 The Agency shall provide good uniform with name badges to its personnel deployed at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition. The incidentals such as, belt, shoes, socks, caps, torch with batteries, cane, etc shall be borne/supplied by the Agency at its own cost.
- 2.17 Simulated exercise of intrusion / forced entries / various other contingencies may be carried out once in a month.
- 2.18 The Agency shall keep the Client informed of all the matters of security and co-operate in the investigation of any incident relating to security. The Agency will carry out any other work allotted by this office in incidence of security of the premises.

3. TERMS AND CONDITIONS OF CONTRACT:

- 3.1 **Period of Contract:** Contract period will be initially for one year. This period may be extended on yearly basis extension on same rate and terms & conditions subject to the satisfactory performance or with some addition/ deletion/ modification.
- 3.2 **Sub-Contracting:** The contractor shall not assign, sub-contract or sub-let the whole or any part of the contract in any manner. In case of an unavoidable circumstance, the contractor shall be able to do it with the approval of the Institute. However, the job shall be sublet only to the party approved by the Institute.
- 3.3 **Exit Clause:** The contract can be terminated by giving one-month notice period by the Institute and three-month notice by the contractor. However, in any instant contract will be terminated if service of the vendor will not found satisfactory.
- 3.4 **Contract Agreement:** The successful bidder shall be bound to execute an agreement on non-judicial stamp paper of Rs. 100/- (One hundred only). IIM JAMMU reserves the right to

amend the terms & conditions of contract by mutual discussions and shall be in writing. The amended terms and condition will form part of the agreement.

- 3.5 The rate percentage for Service Charges shall remain firm throughout the tenure of the contract or any extension thereon and no revision is permissible for any reason.
- 3.6 Agency may be asked to provide other contractual manpower on outsourcing over and above of the security personnel as per the requirement of IIM Jammu. Addendum shall be issued in this regards.
- 3.7 Payment to Security Personnel will be made in compliance with applicable Minimum Wage rates and other statutory norms for **City-B category** as notified/ revised by the Government of India from time to time.
- 3.8 The service Provider shall ensure that the Wages paid to the Security Personnel should not be less than the minimum wages as prescribed for different Categories of Security Personnel applicable to **City-B category** under the Minimum Wages Act 1948 and other statutory norms, by the Government of India from time to time. Consolidated salary of the Security Personnel is subject to revision as per Labour Department of Govt of India, Minimum Wages Act and will be automatically applicable on revision, which will also affect services charges of Agency, EPF, ESI, Bonus, other allowances/ charges and GST as applicable.
- 3.9 It is further understood and agreed between the parties that any changes in the payments structure viz ESI, PF, Bonus, gratuity and service tax, etc. as per the change in the law are recoverable from the institute within the said statutory provisions of law. The service providers will be raising bill to IIM Jammu accordingly. Institute will have all rights to recover the amount paid in excess due to change in statutory provisions if any.
- 3.10 The agency will credit the monthly remuneration in the bank account of concerned **Security Personnel** by 10th day of succeeding month and deposit the EPF contribution of the employer and employee in the office of the concerned Provident Fund Commissioner and the ESI contribution to the ESI Department within the stipulated period. Challans of EPF & ESI will be submitted to the IIM Jammu along with the bill of subsequent month.
- 3.11 The Service Provider shall be responsible for the deposit of employee's and employer's share of statutory contributions to the ESI/EPF, EDLI, if applicable at his level and maintenance of such records as per rule. **The contractor should be responsible for linking of UAN's and transfer if any.**
- 3.12 The contractor should pay the exact amount faithfully to the security personnel without any additional deduction other than stipulated. Violation of this shall attract a warning at the first instance and may lead to termination or recurring instances.
- 3.13 The Agency shall arrange to maintain the daily shift-wise attendance record of the security personnel deployed, by showing their arrival and departure times. The Agency shall submit to the Chief Administrative Officer, IIM Jammu an attested photocopy of the attendance record. The payment shall be made to the contractor based on the attendance register.
- 3.14 The contractor will be responsible for opening individual PF account of the employee if he does not have one and provide him with PF passbook and ESI Card.
- 3.15 The full particulars of the personnel to be deployed by the agency including their names & addresses shall be furnished to the Chief Administrative Officer, IIM Jammu along with testimonials (Aadhar Card/Voter I/D before they are actually deployed for the job, before the commencement of the Agreement.
- 3.16 The copy of Appointment Letter, bio-data of each personnel who will be deployed, shall be provided to IIM Jammu along with a copy of police verification upon the identity and the

testimonials of qualifications etc. Before changing any personnel so provided prior information shall be given to IIM Jammu. The Contractor shall make sure that the Security Personnel so provided by them shall be with Photo identity card issued by the contractor.

- 3.17 The agency shall be solely responsible and liable for all payment/dues /all the claims of the security personnel employed and deployed by it. The agency shall fully indemnify IIM Jammu against all the payments, claims and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment/work in IIM Jammu premises/ facility.
- 3.18 The agency / firm / company shall be solely responsible for the redressal of grievances /resolution of disputes between the agency and the security personnel engaged by them at IIM Jammu site. IIM Jammu shall, in no way responsible for settlement of such issues.
- 3.19 In case of personnel of the service provider implicated in any law suit or is injured by any person or group of persons agitating mob etc. during the course of performing his duty/ their duties for IIM Jammu, it shall be the sole responsibility of the service provider to defend its personnel in the court of law or to extend all medical and financial help etc. without charging any cost to IIM Jammu.
- 3.20 The persons employed by the agency will be the employees of the agency and the IIM Jammu shall have nothing to do with their employment or non- employment. Under no circumstances any liability in respect of matters connected with their employment shall be held against the IIM JAMMU and the personnel employed by the agency shall have no right whatsoever to claim employment or other rights from the IIM Jammu.
- 3.21 Accommodation, any other allowance over and above the amount is given to the person so employed shall not be provided for by IIM Jammu under this agreement. IIM Jammu is at liberty to change this clause as and when needed.
- 3.22 The contractor is liable for the payment of any existing taxes of the Central or State Government or of any other authority with respect to the contract.
- 3.23 The agency will be the full responsible to deposit the statutory liabilities as applicable as per rule to the concerned department of the Central / State Government or the controlling agency, duly furnishing a certified copy to IIM Jammu.
- 3.24 The Agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The Agency shall fully indemnify IIM Jammu against all the payments, claims and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment/work in IIM Jammu premises/ facility.
- 3.25 The Institute shall have the discretion to direct the Contractor to remove and replace of its employee deputed to IIM Jammu under the contract.
- 3.26 None of the employees of the agency shall enter into any kind of private work within the campus of the IIM Jammu Non-compliance with this provision will be deemed to be violative of the contract inviting penal action/cancellation of contract.
- 3.27 The contractor shall be responsible and liable for all the claims of his employees.
- 3.28 The agency / firm / company shall be solely responsible for the redressal of grievances /resolution of disputes between the service provider and the Security Personnel engaged by them at IIM Jammu site. IIM Jammu shall, in no way responsible for settlement of such issues.

- 3.29 The persons employed by the contractor will be the employees of the contractor and the IIM Jammu shall have nothing to do with their employment or non- employment. Under no circumstances any liability in respect of matters connected with their employment shall be held against the IIM JAMMU and the personnel employed by the contractor shall have no right whatsoever to claim employment or other rights from the IIM Jammu.
- 3.30 The contractor is liable for the payment of any and all existing taxes of the Central or State Government or of any other authority with respect to the contract or any item sold or supplied pursuant thereto or anything done or services rendered pursuant thereto.
- 3.31 As and when the Chief Administrative Officer, IIM Jammu requires additional security strength on temporary or emergent basis, the Agency will depute such security personnel under the same terms and conditions.
- 3.32 The agency shall have a proper system of checking the security personnel on duty especially at night. Records of the same should be effectively maintained and shortcomings, if any, should be immediately rectified.
- 3.33 **Confidentiality Clause:** Each party acknowledges that the other party claims it confidential information as a special, valuable and unique asset. Each party agrees not to disclose any such confidential information received from the other party to any third party and shall use the same degree of care to avoid disclosure of confidential information received in due course of their contractual period.
- 3.34 The vendor shall not use the logo, information material, documents belonging to IIM Jammu for any purpose outside the execution of this contract.
- 3.35 The agency shall ensure that security personnel appointed by them are loyal and assist the Chief Administrative Officer, IIM Jammu during normal periods as well as during strike and other emergencies for the protection of personnel and property both movable and immovable to the satisfaction of the IIM Jammu.
- 3.36 The contractor shall ensure that the personnel deployed by it are disciplined and do not indulge in any unlawful or illegal activities which are against the interests of the IIM Jammu / Govt. of India / any State or any Union Territory.
- 3.37 In case the integrity, character and behavior of any of the security personnel is found doubtful, he would be replaced as per instruction from the competent authority of the Institute.
- 3.38 In case, the security personnel employed by agency / firm / company commits any act of omission / commission that amounts to misconduct / indiscipline / incompetence, the agency/firm/company shall be liable to take appropriate disciplinary action against such security personnel, including their removal from IIM Jammu services.
- 3.39 In the event of misbehavior on the part of security personnel deployed by the agency, IIM Jammu may impose penalty as deemed fit on the contracting agency/firm/company including replacement of Security Personnel.
- 3.40 The contractor is wholly responsible for deputing security personnel in the Institute premises and if any accident/untoward incident happens, on account of improper workmanship or safety precautions during duty, the whole responsibility for settling the case with police/court lies with the contractor..
- 3.41 In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to the Chief Administrative Officer, IIM Jammu.
- 3.42 In case of any loss that might be caused to the IIM Jammu due to lapse on the part of the security personnel will be borne by the agency and in this connection, Chief Administrative

Officer, IIM Jammu shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to IIM Jammu besides imposition of penalty.

- 3.43 The Agency shall ensure that any replacement of the personnel, as required by the Chief Administrative Officer, IIM Jammu for any reason specified or otherwise, be effected promptly without any additional cost to the IIM Jammu. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the Chief Administrative Officer, IIM Jammu at Agency's own cost.
- 3.44 The institute shall have the discretion to direct the agency to remove and replace of security personnel deputed to IIM Jammu under the contract.
- 3.45 The Agency shall not deploy or discontinue deploying the person(s), if so desired by the Chief Administrative Officer, at any time without assigning any reason whatsoever.
- 3.46 The persons deployed by the service provider should not have any Police Records/Criminal cases against them. Service provider will be required to produce antecedents duly verified by police of the personnel deployed at IIM Jammu. The character and antecedents of each personnel of the service provider will be verified by the service provider before their deployment and after investigation by the Local Police & collecting proofs of identity. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The agency shall withdraw such employees who are not found suitable by this office for any reasons immediately on receipt of such a request.
- 3.47 In the event of any security personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve.
- 3.48 In case of any loss that might be caused to the IIM Jammu due to lapse on the part of the security personnel discharging security responsibilities will be borne by the Agency and in this connection, Chief Administrative Officer, IIM Jammu shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to IIM Jammu besides imposition of penalty.
- 3.49 **Safety and Security:** Contractor shall abide by the safety code provisions as per safety code framed from time to time by the government. The contractor shall be liable to comply with all the rules and regulations in respect of all statutory obligations applicable to the workmen including safety regulations.
- 3.50 **Compliance with the Institute rules and Regulations:** The contractor and his employees shall comply with all norms stipulated by the Institute such as Gate Passes, Checking, Discipline & Decency at and around the work site, Safety Precautions /Safety Regulations, security and hygiene at and around the work site.
- 3.51 The Service Provider shall be responsible and liable for due observance and implementation of the statutory provisions applicable to the personnel engaged by it under Various Labour and Establishment legislations including but not limited to the Provisions of Contract Labour (Regulation and Abolition) Act 1970, Payment of Wages Act 1936, Minimum Wages Act 1948. Minimum Wages (Central) Rules, 1950, PF Act. 1952 Workmen Compensation Act 1923. Bonus Act 1956. Employees State Insurance Act 1948 or other labour rule, regulation as applicable and amended from time to time.
- 3.52 **PAYMENTS TERMS:**
- 3.52.1 Bill shall be raised on monthly basis as per the agreed rates and submitted before 10th day of the succeeding month for payment to IIM Jammu in the Administration section along with duly signed duty slips, email communication copy, self-attested

photocopy of the extract of the attendance sheet and any other supporting documents.

- 3.52.2 IIM Jammu will normally settle the bill within 30 days from the receipt of the bill. However for delayed payment, the Contractor will not charge any penalty or interest to IIM Jammu.
- 3.52.3 In case of non-compliance/non-performance of the services according the terms of the contract, the Chief Administrative Officer, IIM Jammu shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the Contract.
- 3.52.4 The payment under this agreement shall be made on satisfactory completion of job contract services to be certified by the Administration, through NEFT/RTGS/IMPS (online transfer). The final payment shall, however, be made only after adjusting all the dues / claims of the IIM JAMMU.
- 3.52.5 Bill to be made in the name of Indian Institute of Management Jammu.
- 3.52.6 No advance payment will be made under any circumstances.
- 3.52.7 TDS/ Income Tax etc. are to be deducted at source from the bills of Contractor as per rule.
- 3.53 **PENALTY.** In the event of the Agency/Contractor's failure to execute the work entrusted to it under this Agreement satisfactorily, IIM Jammu may make an alternative arrangement to do it, and the difference of cost incurred by IIM Jammu thereby shall be recovered from the Agency/Contractor's unpaid bills and Contractor's Security deposit. Besides, penalty, as decided by IIM Jammu, shall also be levied and recovered.
- 3.54 In case of any deficiency in services by security personnel so deployed by the agency, provide lesser number of security personnel then the minimum required or in the case of disobedience by the security personnel so deployed on duty, the Director, IIM Jammu or any other officer authorized by him shall be at liberty to impose penalty as may be deemed fit for each such occasion after giving him an opportunity of being heard in person. The decision of the Director, IIM Jammu shall be final and binding on the agency.
- 3.55 **TERMINATION:** Any violation of instructions/agreement of suppression of facts will attract cancellation of agreement without any reference. IIM Jammu may terminate the contract if any of the following events occur :-
- 3.55.1 Contractor is adjudged as insolvent.
- 3.55.2 Contractor has abandoned the contract i.e. the Contractor fails to perform the obligations under the contract for a period of One month.
- 3.55.3 Any of the licenses, permissions or registrations of the Contractor as required under the applicable laws are discontinued/ cancelled or not renewed in time.
- 3.55.4 Contractor has neglected or failed persistently to observe or perform his obligations under the contract or performs unsatisfactorily
- 3.55.5 The Contractor is found to have acted in breach or violation of any of the safety norms persistently, applicable labour and other laws in relation to the contract and his obligations therein.
- 3.55.6 The Contractor commits a breach of the contractual terms and conditions.
- 3.55.7 In the opinion of IIM Jammu, it is desirable to discontinue with the performance of the contract with the Contractor.

- 3.56 **Governing Language:** The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.
- 3.57 **Notices:** Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX or e mail and confirmed in writing to the other party's address. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 3.58 **Work at Risk and Cost:** The institute reserves the right to get the whole or part of the work executed by some other Agency / Firm at the risk and cost of the contractor if it is found that the quality and/or the progress in respect of whole or part of the work is not satisfactory.
- 3.59 **Non-disclosure of Contract documents:** Except with the written consent of the Buyer, the Seller/Service provider/other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
- 3.60 **FORCE MAJURE:** If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by Force Majeure situation. The Agency/ Firm shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 3.60.1 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Agency/ Firm and not involving the Agency/ Firm's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Institute either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 3.60.2 If a Force Majeure situation arises, the Agency/ Firm shall promptly notify the Institute in writing of such conditions and the cause within 7 days from the date of occurrence thereof. Unless otherwise directed by the Institute in writing, the Agency/ Firm shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 3.60.3 Neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance.
- 3.60.4 The operation of contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the IIM JAMMU as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 90 days either party may at his option terminate the contract. If the contract is terminated under this clause, the IIMJ shall be at liberty to take over from the Agency, the security personnel / manpower, vehicles & equipment deployed in the campus until a new security agency is appointed and commences the operation.
- 3.61 The decision of IIM Jammu in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
- 3.62 With mutual consent between the IIM Jammu and the Contractor, any other point can be included in the agreement at the time of its execution.

- 3.63 In case of any disputes on execution of the work during the period of contract, the decision of the Director, IIM Jammu shall be binding and final, agreeable in full by both the parties.
- 3.64 **ARBITRATION CLAUSE:** In the event of any dispute or difference(s) between the vendee Institute (IIM Jammu) and the vendor(s) arising out of non-supply of material or supplies not found according to specifications or any other cause whatsoever relating to the supply or purchase order before or after the supply has been executed, shall be referred to “The Director, IIM Jammu”, who may decide the matter himself or may appoint arbitrator(s) under the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding on both the parties.
- 3.64.1 The venue of the arbitration shall be the place from where the order is issued.
- 3.64.2 The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
- 3.64.3 Further, any legal dispute arising out of any breach of contract shall be settled in the court of competent jurisdiction located within the local limits of Jammu, J&K.

4. ELIGIBILITY CRITERIA:

- 4.1 The Bidder should be Proprietary firm/Partnership firm/Limited Company/Corporate body legally constituted and registered possessing the required licenses, registrations etc.
- 4.2 The agencies should have a valid PSARA license.
- 4.3 The agencies should have a valid EPF Registration Certificate and ESI Registration Certificate.
- 4.4 The agencies should have a valid Labour License.
- 4.5 The Agency should have PAN Number and GST Registration.
- 4.6 The bidder should have a registered office / Branch Office / operational support center in Jammu for deploying Security personnel at Jammu Locations and Srinagar for deploying Security personnel at Srinagar Location (As Applicable).
- 4.7 The bidder should have sufficient/ adequate Infrastructure, Manpower and financial strength to undertake the contract.
- 4.8 Average Annual turnover minimum 4 crore per annum during the last three financial year i.e FY 2020-21, 2019-20 & 2018-19. The agency should also attach a copy of certificate of turnover issued by chartered accountant regarding turnover of last three financial years ended on 31 March 2021 i.e FY FY 2018-19, 2019-20, and 2020-21.
- 4.9 The bidder should have Minimum 3 (Three) years' experience of similar work and at least one similar work experience in a Central/State Govt. department /Autonomous Institute/PSU/reputed private organization. PO/WO/Agreement/Experience Certificate/ Performance certificate from the clients is to be submitted.
- 4.10 The bidder must have at least 100 or more workers continuously on a roll for the last six months. **For proof, EPF challan should be submitted.**
- 4.11 The bidder should have not been debarred/black listed/ terminated /ceased without completing the entire duration of contract period by any Central/State Govt. Department, Public Sector Undertaking, Autonomous Body, Academic Institution, CFTI etc. during past five years from the last date of submission of bids.
- 4.12 There should be no legal case pending against the Proprietor / Firm / Partner or the Company (Agency). An undertaking must be enclosed in this regard.

5. TENDER PREPROCESSING FEE & EARNEST MONEY DEPOSIT (EMD):

- 5.1 The Bidder should submit Tender Processing Fee of Rs. 1180/- (Rupees One Thousand One Hundred Eighty only) – Non-Refundable / Not-Exempted and Earnest Money Deposit (EMD) of 1,50,000/- (Rupees One Lakh Fifty Thousand only) separately payable in the form of in the form of NEFT/RTGS in the name of “Indian Institute of Management Jammu”.

Bank Details of IIM Jammu for NEFT/RTGS:

NAME OF THE ACCOUNT HOLDER: INDIAN INSTITUTE OF MANAGEMENT JAMMU

NAME OF BANK: THE JAMMU & KASHMIR BANK LTD.

BRANCH NAME: E/C GOVT. COLLEGE OF ENGINEERING CANAL ROAD

ADDRESS OF BANK: GCET CANAL ROAD JAMMU

IFSC CODE: JAKA0EGCENG

A/C NUMBER: 1250040500000042

MICR CODE: 180051027

- 5.2 The Technical Bid without Tender Processing Fee and EMD would be considered as UNRESPONSIVE and will not be accepted. NSIC / MSME registered bidders must submit copy of valid NSIC / MSME Registration Certificate for exemption of EMD only.
- 5.3 The Tender Processing Fee and EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidders on the amount of the EMD.
- 5.4 The public sector companies will not be exempted from submitting EMD until and unless they submit document pertaining to directives of Government of India in this regard of the tender.
- 5.5 **Refund of EMD:** The EMD will be refunded without any interest to the unsuccessful Bidders only after the Tenders are finalized.

6. SUBMISSION OF BID (INSTRUCTIONS FOR ONLINE BID SUBMISSION):

The bidders are required to submit soft copies of their bids electronically on the e-tender Portal, using valid Class 3 Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid. **Prepare their bids in accordance with the requirements and submitting their bids online on the e-tender Portal.**

More information useful for submitting online bids on the e-tender Portal may be obtained at: <https://mhrd.euniwizarde.com>

6.1 REGISTRATION:

- 6.1.1 Bidders are required enroll on the e-Procurement Portal (URL: <https://mhrd.euniwizarde.com>) with clicking on the link “Online bidder Registration” on the e-tender Portal by paying the Registration fee of Rs.2000/- Per vendor/per year.
- 6.1.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

- 6.1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder.
- 6.1.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 6.1.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6.1.6 Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
- 6.1.7 The scanned copies of all original documents should be uploaded in pdf format on portal <https://mhrd.euniwizarde.com>
- 6.1.8 After completion of registration payment, you need to send your acknowledgement copy on our help desk mail id ewizardhelpdesk@gmail.com for activation of your account.

6.2 SEARCHING FOR TENDER DOCUMENTS:

- 6.2.1 There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
- 6.2.2 Once the bidders have selected the tenders they are interested in, you can pay the form fee and processing fee (Non-Refundable) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

6.3 PREPARATION OF BIDS:

- 6.3.1 Bidder should consider any corrigendum published on the tender document before submitting their bids.
- 6.3.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- 6.3.3 **Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colored option which helps in reducing size of the scanned document.**
- 6.3.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
- 6.3.5 These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

6.4 SUBMISSION OF BIDS (GENERAL INSTRUCTIONS):

- 6.4.1 Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 6.4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by RGIPT, Jais.
- 6.4.3 Bidder has to select the payment option as “e-payment” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 6.4.4 Bidder should prepare the EMD as per the instructions specified in the tender document. The EMD in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of EMD amount in original by the said time, the uploaded bid will be summarily rejected.
- 6.4.5 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6.4.6 The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6.4.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 6.4.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 6.4.9 Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
- 6.4.10 The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

6.5 BID SUBMISSION PROCESS:

The offer/bid should be submitted in two bid systems (i.e.) Technical bid and financial bid. The technical bid should consist of all technical details along with commercial terms and conditions. Financial bid should indicate item wise price for the items mentioned in the technical bid. Financial Bids to be submitted in BOQ format only.

6.5.1 TECHNICAL BID SUBMISSION:

- 6.5.1.1 Bidder should number the pages submitted in form of Technical Bid and provide an INDEX/ COMPLIANCE SHEET (**As per Annexure-I**) indicating the page number of each document submitted. The index should be placed on the top of the Technical Bid, without which the tender will be considered incomplete and hence, summarily rejected.
- 6.5.1.2 **The Technical Bid should be accompanied by the relevant documents, duly signed and stamped by Authorised Signatory on each page of Technical Bid & relevant documents and all supportive documents to be attached with related annexure only, without which the tender will be considered incomplete and hence, summarily rejected.**
- 6.5.1.3 **Due date:** The tender has to be submitted online on or before the due date. The offers received after the due date and time will not be considered.
- 6.5.1.4 The Technical Bid should be accompanied by a copy of this Tender Document with each page duly signed by the authorized signatory of the bidders, who has signed the bid, as taken of having read, understood and complied with tender, the terms, and conditions contained herein. Bids not accompanied by a duly signed copy of the Tender Document will not be considered.
- 6.5.1.5 The bid should be precise, complete in all respect and in the prescribed format as per the requirement of the bid document. Failure to furnish all information required through the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
- 6.5.1.6 The bid should be clear and without any condition. Conditional bids shall be summarily rejected.
- 6.5.1.7 Any change/corrigendum/extension of closing/ opening dates in respect of this tender shall be issued through e-tender Portal (<https://mhrd.euniwizarde.com>) and IIM Jammu website only and no press notification will be issued in this regard. Bidders are therefore requested to regularly visit IIM Jammu website for updates.

6.5.2 FINANCIAL BID SUBMISSION:

- 6.5.2.1 A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidder to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable. The format of Financial Bid is also given **at Annexure-VII** for reference only.
- 6.5.2.2 The Financial Bid (Price Bid) shall be submitted in electronic form only in conformity with the tender specifications on the portal only by the time & date as specified in NIT.

- 6.5.2.3 The financial cover shall contain price bid in the enclosed “Price Bid format” i.e. in BOQ format. Submission of the Financial Bid (Price Bid) by any other means shall not be accepted by the Institute in any circumstances.
- 6.5.2.4 The Bidder shall not tamper/modify Financial Bid Format in any manner. In case, if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited.
- 6.5.2.5 Online submission of the bid will not be permitted on the portal after expiry of submission time and the Bidder shall not be permitted to submit the same by any other mode.
- 6.5.2.6 The bidders are advised to quote their rates in Indian Rupees (INR) only.
- 6.5.2.7 All duties, taxes and other levies payable by the vendor shall be included in the total price. However, GST will be extra paid as actual.
- 6.5.2.8 The Bidder are supposed to quote the rate, not be less than the minimum wages as prescribed for different Categories of Security Personnel applicable as on date to **City-B category (for all the locations of Jammu as well as Srinagar)** under the Minimum Wages Act 1948 and other statutory norms, by the Government of India, along with other allowances such as EPF, ESI, Bonus, other mandatory allowances/ charges etc.
- 6.5.2.9 The bidders are required to quote the Uniform Charges, Other Mandatory Allowances/ Charges as per statutory norms and their services charges in percentage only. Uniform Charges are also the mandatory charges which are required to be mentioned by the bidder. In absence of the uniform charges bidder may be disqualified.
- 6.5.2.10 **The service charges quoted by the bidder should not be zero nor in decimals. The service charges should be quoted in whole number. If a firm quote NIL Charges/ less than 1% for service charges, the bid shall be treated as unresponsive and will not be considered.**
- 6.5.2.11 The rate should be inclusive of weekly off days also named as relieving charges. These charges are applicable only for those security personnel who are required to be deputed 7 days in a week.
- 6.5.2.12 The Bidders are required to quote the following only:
- 6.5.2.12.1 **Rate per day (Basic + VDA)** in rupees,
 - 6.5.2.12.2 **Uniform Charges (in Percentage)** and
 - 6.5.2.12.3 **Service Charges of Agency (in Percentage).**
 - 6.5.2.12.4 All other fields are auto calculated.
- 6.5.2.13 The bidders are required to also quote the charges which are mandatory to be complied with the Minimum Wages Act or other notifications of Government of India.

6.5.2.14 **Wages Break Up for City-B category (for all the locations of Jammu as well as Srinagar) As per Central Govt. Minimum Wages Act:-**

GROSS WAGES BREAK-UP of City Category- B (Applicable w.e.f 01.10.2021)				
Category	Supervisor	Security Guard (With Arms)	Security Guards-Male (Without Arms)	Security Guards-Female (Without Arms)
Rate per day (Basic + VDA)	795.00	795.00	724.00	724.00
Basic Salary Rate per month (26 days)	20670.00	20670.00	18824.00	18824.00
PF@12% or 1800 whichever is lower	1800.00	1800.00	1800.00	1800.00
ESI@3.25%	671.78	671.78	611.78	611.78
Admin Charges + EDLI Charges @1 % or 150 whichever is lower	150.00	150.00	150.00	150.00
Bonus @ 8.33%	1721.81	1721.81	1568.04	1568.04
Sub Total	25013.59	25013.59	22953.82	22953.82
Relieving Charges (1/6)	N/A	4168.93	3825.63	3825.63
Total Charges	25013.59	29182.52	26779.45	26779.45

Note:

- The above-mentioned minimum wages rates are given for reference.
- Uniform Charges (As applicable), Service Charges of Agency, any other mandatory charges/allowances, and GST (As applicable) will be in addition to the above charges.

6.5.3 ONLINE BID SUBMISSION:

The Online bids (complete in all respect) must be uploaded online in two covers as explained below:

COVER – 1 (TECHNICAL BID)			
(Following documents to be provided as single PDF file)			
Sr. No.	Documents	Content	File Types
1.	Technical Bid	INDEX/ COMPLIANCE SHEET (As per Annexure-I) indicating the page number of each document submitted	.PDF
2.		Technical Bid As per Annexure - II	.PDF
3.		Proof of Tender Processing Fee and EMD.	.PDF
4.		Tender Acceptance Letter as per Annexure-III.	.PDF
5.		Details of the Proprietor, Directors, consultant and top executives (with Names, address, phone number etc.) should be furnished with the tender on the letter head of the agency.	.PDF

COVER – 1 (TECHNICAL BID)			
(Following documents to be provided as single PDF file)			
6.		Copy of Permanent Account Number (PAN) in the name of the firm, if not proprietorship firm.	.PDF
7.		Copy of GST Registration Certificate.	.PDF
8.		Trade License.	.PDF
9.		PASARA License.	.PDF
10.		EPF Registration Certificate.	.PDF
11.		ESI Registration Certificate.	.PDF
12.		Labour License: Valid License.	.PDF
13.		Valid document in support of Registered/ Branch office/shop at Jammu and Srinagar, as applicable.	.PDF
14.		An undertaking to this effect on firm letterhead regarding no legal case pending against the Proprietor / Firm / Partner or the Company (Agency).	.PDF
15.		Proof regarding 100 or more workers continuously on a roll for the last six months.	.PDF
16.		Proof of Income / Turnover to claim the eligibility related to Turn Over (CA Certificate)	.PDF
17.		Detail of Experience as per Annexure-IV , along with the copy of work order and completion / performance certificates in the same sequence.	.PDF
18.		MANDATE FORM FOR Electronic Fund Transfer/ RTGS TRANSFER As per Annexure- V .	.PDF
19.		Self-Declaration about Non Black Listing as per Annexure-VI .	.PDF
20.		Duly signed and stamped of the entire tender document along with its addendum/ corrigendum, if any.	.PDF
21.		All other documents, as required in terms of the tender, to claim eligibility.	.PDF
Note: Institute may ask the vendor to submit any other certificate/document as it may deem fit.			
COVER – 2 FINANCIAL BID (PRICE-BID)			
Sr. No.	Types	Content	File Types
1.	Financial Bid	Price Bid in given format BOQ only.	.xls

6.6 ASSISTANCE TO BIDDERS:

6.6.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

6.6.2 Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the 12x7 Helpdesk Support.

6.6.3 Please feel free to contact ITI Helpdesk (as given below) for any query related to e-tendering.

Helpdesk Support (011- 49606060)

Mr. Anand (9650970101)

6.7 **Bid Validity:** The bids shall remain valid for a period of 90 days from the date of opening of financial bid. In case the Bidder withdraws, modifies or changes his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The Bidder should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

In case the Bidder withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The Bidder should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

6.8 The Submission of bids does not entitle any Agency for automatic grant of award.

6.9 Any enquiry after submission of the proposal will not be entertained.

7. BID OPENING & EVALUATION:

7.1 The online bids will be opened by a Tender Process Committee duly constituted for this purpose. Online bids (complete in all respect) received along with Tender Processing Fee and EMD (if any) will be opened as mentioned at "Tender Schedule" in presence of bidders representative if available.

7.2 The Agencies may depute their authorized representatives to remain present during the Proposal opening process subject to submission of valid authorization letter in the name of the representative to attend the Proposal opening process. Only one representative will be allowed to participate in the tender opening.

7.3 **Place for opening of Bids:** Indian Institute of Management Jammu, Old University Campus Canal Road, Jammu-180016 (J & K)

7.4 **The Technical bid** will be opened first and evaluated. **The Financial bid** of only those bidders whose technical bid is found to be technically responsive by the Committee will be opened. The Financial bids of ineligible bidders will not be opened.

7.5 **SELECTION OF SUCCESSFUL BIDDER:** After evaluation of bids, the bidder who is technically qualified as well as quotes the lowest rate after complying with the provisions of Minimum Wages Act (inclusive of Income tax, EPF, ESI, Bonus, EDLI etc shall be declared as the successful bidder (L1).

7.6 In case two or more agencies are found to have quoted the same lowest rates, the competent authority, IIM Jammu shall decide about the agency to which the offer shall be granted based on the past credentials/report on the past performance of the firm, and length of experience etc as per the technical bid. The decision of the competent authority, IIM Jammu shall be final.

7.7 IIM Jammu reserve the right to evaluate the financial bid on total cost of contract based on the rate quoted by the bidder, combining the cost of all locations Jammu and Srinagar or to evaluate the financial bid separately for Jammu and Srinagar location on the basis of city wise (Jammu and Srinagar) separate cost of contract as per rate quoted by bidders.

- 7.8 IIM Jammu reserves the right to negotiate the quoted price, only with the successful bidder to arrive at the fair and reasonable price.
- 7.9 The IIM Jammu is not bound to award contract at the lowest price received in the Tender and reserves the right to decide on fair and reasonable price of the services tendered for any counter offer the same to the bidders. All other terms and conditions of the tender shall remain operative even if a counter offer rate is offered to the bidders.
- 7.10 Technical Bid containing commercial details or Revelation of Prices in any form or by any reason before opening the Financial Bid shall not be considered.
- 7.11 The institute reserves the right to seek clarifications or additional information/ documents from any bidder regarding its technical bid. Such clarification(s) or additional information/document(s) shall be provided within the time specified for the purpose. Any request and response thereto shall be in writing. If the bidder does not furnish the clarification(s) or additional information/document(s) within the prescribed date and time, the proposal shall be liable to be rejected.
- 7.12 In case the day of opening of tender is declared as a Public Holiday or there is non-functioning of the Institute due to any unavoidable reason, the next working day will be treated as a day for the purpose. No separate intimation will be given.
- 7.13 Any act on the part of the bidder to influence anybody in the institute is liable to rejection of his bid.
- 7.14 IIM Jammu reserves the right to reject any application without assigning any reason.
- 7.15 The decision of Competent Authority, IIM Jammu will be final in all matters relating.

8. AWARD OF CONTRACT:

- 8.1 IIM Jammu reserve the right to award the contract to either one agency for security services at all the locations of Jammu as well as Srinagar, or to award the contract to two separate agencies, one for all the locations of Jammu and other for the location of Srinagar.
- 8.2 The Successful Bidder should accept the offer within 10 days from the date of receipt of "Letter of Offer", failing which the offer will be cancelled.
- 8.3 In case the successful bidder backing out before actual award or execution of agreement or declines the offer of contract, for whatsoever reason(s), IIM Jammu will have right to forfeit the EMD.
- 8.4 If L1 Vendor fails to provide acceptance within stipulated time, IIM Jammu will be free to award the contract to L2 Vendor provided L2 matches L1's price and if L2 does not agree, it will be awarded to L3 subject to L3 matching L1's price and in that order.
- 8.5 It is clearly understood by the parties that no financial liability of any type is created by issuance of work order. The Institute does not guarantee any minimum business or assignment which will depend on the requirements, financial resources available and your performance.

9. PERFORMANCE SECURITY:

- 9.1 The successful agency is required to furnish 3 % of Total Estimated Contract Value as security deposit, in form of Performance Bank Guarantee as per **Annexure-VIII** within 30 days from the date of awarding of contract and shall remain valid for a period of 60 days beyond the period of contract. If contract is further extended beyond the initial period, the performance security shall have to be renewed for the extended period. Performance Bank Guarantee would be returned on successful completion of the contract or any extension thereon. Performance Bank Guarantee should be payable at any of local branch of issuing bank at Jammu City.
- 9.2 The Performance Security may also be deposited in to the Bank Account of Institute through NEFT. Performance Security shall be returned without any interest, whatsoever, after completion of contract period or any extension thereon.
- 9.3 Earnest Money Deposit of the Bidder whose offer is accepted will be kept up till the time; the Bank Guarantee is not received.
- 9.4 Earnest Money Deposit shall be forfeited, if bidder fails to furnish Performance Security in accordance with the terms and conditions of the tender.
- 9.5 In case of breach of contract, performance security shall be forfeited and the agency shall be blacklisted for such period as decided by the competent authority in addition to termination of the contract.

****SD/-****

Chief Administrative Officer
Indian Institute of Management Jammu

Name, Signature and Seal of Authorized Signatory of Bidder

ANNEXURE-I

INDEX/ COMPLIANCE SHEET

(To be submitted on the letterhead of the Agency/ Firm)

Sr. No	Document Name	Compliance (Yes / No)	Page No		Remarks
			From	To	
1.	Technical Bid As per Annexure - II				
2.	Proof of Tender Processing Fee and EMD.				
3.	Tender Acceptance Letter as per Annexure-III.				
4.	Details of the Proprietor, Directors, consultant and top executives (with Names, address, phone number etc.) should be furnished with the tender on the letter head of the agency.				
5.	Copy of Permanent Account Number (PAN) in the name of the firm, if not proprietorship firm.				
6.	Copy of GST Registration Certificate.				
7.	Trade License.				
8.	PASARA License.				
9.	EPF Registration Certificate.				
10.	ESI Registration Certificate.				
11.	Labour License: Valid License.				
12.	Valid document in support of Registered/ Branch office/shop at Jammu and Srinagar, as applicable.				
13.	An undertaking to this effect on firm letterhead regarding no legal case pending against the Proprietor / Firm / Partner or the Company (Agency).				
14.	Proof regarding 100 or more workers continuously on a roll for the last six months.				
15.	Proof of Income / Turnover to claim the eligibility related to Turn Over (CA Certificate)				
16.	Detail of Experience as per Annexure-IV , along with the copy of work order and completion / performance certificates in the same sequence.				
17.	MANDATE FORM FOR Electronic Fund Transfer/ RTGS TRANSFER As per Annexure- V.				
18.	Self-Declaration about Non Black Listing as per Annexure-VI.				
19.	Duly signed and stamped of the entire tender document along with its addendum/ corrigendum, if any.				
20.	All other documents, as required in terms of the tender, to claim eligibility.				

Place:

Date:

(Signature with stamp of the Agency)

ANNEXURE-II

Tender Ref No: IIMJ/NIT/Security/2021-22/13

TECHNICAL BID

(To be submitted on the letterhead of the Agency/ Firm)

Copies of all supporting documents duly signed and stamped by the Agency in support of below particulars must be attached along with this checklist

1.	Name of the Agency (In Block Letters)	::
2.	Registered Office Address (With telephone no. & email address)	::
3.	Address of Jammu Office (With telephone no. & email address) Please attach valid document in support of Registered/ Branch office/shop at Jammu, as Applicable as per eligibility criteria.	::
4.	Address of Srinagar Office (With telephone no. & email address) Please attach valid document in support of Registered/ Branch office/shop at Srinagar, as Applicable as per eligibility criteria.	::
5.	Status of the organization Proprietary/Partnership/Pvt. Ltd./Public Ltd. Company	::
6.	Year of incorporation /constitution of agency	::
7.	Trade License No. (Please Attach the Copy of License)	::
8.	PAN No. (Please Attach a Copy)	::
9.	GST No. (Please Attach a Copy of Certificate)	::
10.	PASARA No (Please Attach a Copy of Certificate)	::

11. EPF No (Please Attach the Copy of Certificate)	::	
12. ESI No (Please Attach the Copy of Certificate)	::	
13. Authorized Signatory Details	::	Name: _____ Designation: _____ Mobile No: _____ Email: _____
14. Details of Contact Person Other than Authorized Signatory:	::	Name: _____ Designation: _____ Mobile No: _____ Email: _____
15. Total No. of Year of Similar Experience of providing Security Services. Details of work experience (as per Annexure-IV) in support of Experience related eligibility criteria). Please attach copy of Proof	::	
16. Number of workers continuously on a roll for the last six months.	::	
17. Annual Business turnover for last three financial years, duly certified by the Chartered Accountant (in Crore) (Please Attach the Proof)	::	FY 2020-21: Rs _____ (in Crore) FY 2019-20: Rs _____ (in Crore) FY 2018-19: Rs _____ (in Crore) Avg Turnover of Last Three Years: Rs. _____ (in Crore)
18. Set-up of your agency, clearly indicating details of Managerial, supervisory and other staff	::	
19. Is the establishment registered with the Government? Please give details and attach a copy of certificate.	::	
20. Do you have Labour license? Please provide details and attach a copy.	::	

21. Are you governed by Minimum Wages Act of the Government of India? If yes, please give details.	
22. Details of Tender Processing Fee (Application Fee) of Rs. 1180/- (Rupees One Thousand One Hundred and Eighty) and EMD of Rs. 1,50,000/- (Rupees One Lakh and Fifty Thousand):	Details of Tender Processing Fee: Amount: 1,180/- Txn No: Date: Bank & Branch: Details of EMD: Amount: 1,50,000/- Txn No: Date: Bank & Branch:
23. Whether the Agency faced any litigation with any organization earlier, if yes, kindly furnish the same with name of the organization and brief details of litigation.	
24. Any other information	

Verification:

The details furnished in the application are true and correct to the best of my/our knowledge and that in case of furnishing any false information or suppression of any material information. The application shall be liable to be rejected besides initiation of panel proceedings by IIM Jammu, if it deems fit.

Note: 1) Please enclose all supporting documents.

2) If documents are not included in the application, the bid will be automatically rejected.

Signature of authorized signatory

Name:

Seal:

ANNEXURE-III

TENDER ACCEPTANCE LETTER (On the letter head of the Agency/ Firm)

To

Date:

Chief Administrative Officer,
Indian Institute of Management Jammu
Old University Campus, Canal Road
Jammu-180016 (J&K)

Sub: Acceptance of Terms & Conditions of tender for 'Security Services' vide Tender' Ref. No: Tender Ref No: IIMJ/NIT/Security/2021-22/13

Dear Sir,

1. I/We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract and I / we shall abide hereby by the terms / conditions / clauses contained therein.
2. The corrigendum(s) issued from time to time by your department/ organization with this tender has also been taken into consideration, while submitting this acceptance letter.
3. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.
4. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
5. No employee or direct relation of any employee of IIM Jammu is in way connected as Partner/Shareholder/Director/Advisor/Consultant/Employee etc. with the Agency / Firm / Company.
6. I/We certify that all information and data furnished and attachments submitted with the application by our Agency / Firm / Company are true & correct.
7. I/We are aware that if any information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason thereof summarily reject our bid or terminate our contract, without prejudice to any other rights or remedy including the forfeiture of the full said Earnest Money Deposit/ Performance Security absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE-IV

DETAILS OF EXPERIENCE

To be submitted on the letterhead of the Agency/ Firm)

Sr. No	Name of the organization/ Institute where goods /services were provided with Name of Contact Person, Contact No. & email id.	Value of the contract in INR	Duration of contract		Total years of experience (YY/MM)	Whether it is academic institute (Yes/No)	Copy of contract along with the performance report (Yes/No)
			From (DD/MM/YYYY)	To (DD/MM/YYY Y)			
1.							
2.							
3.							
4.							
5.							

Note: Bidders are required to provide the information on above format only in reverse chronological order (start from latest/recent most organization to oldest organization) and also attach Copy of contract / performance certificate in same sequence. Bidders may add row / rows in the above format, if No of organizations / Institutions are more or may add additional sheet also.

Signature of Bidder

Name: _____

Designation: _____

Organization Name: _____

Contact No.: _____

ANNEXURE-V

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER

(To be submitted on the letterhead of the Agency/ Firm)

The Chief Administrative Officer
Indian Institute of Management Jammu
Jammu

Date: / /

Sub: Authorization for release of payment / dues from Indian Institute of Management Jammu through Electronic Fund Transfer/RTGS Transfer.

1. **Name of the Firm/Company/Institute:**

2. **Address of the Firm/Company/Institute:**

City _____

Pin Code _____

E-Mail ID _____

Mob No: _____

Permanent Account Number _____

3. **Particulars of Bank**

Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No			
(9 Digit number appearing on the MICR Bank of the Cheque supplied by the Bank, Please attach a Xerox copy of a cheque of your bank for ensuring accuracy of the bank name , branch name and code number)			
IFS Code:(11 digit alphanumeric code)			
Account Type	Saving	Current	Cash Credit
Account Number:			

DECLARATION:

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information I shall not hold Chief Administrative Officer, Indian Institute of Management Jammu responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through NEFT/RTGS Transfer.

Place: _____

Date: _____

Signature & Seal of the Authorized Signatory of the Firm/Company/Institute:

Certified that particulars furnished above are correct as per our records

Bankers Stamp:

Date: _____

Signature of the Authorized Official from the Bank

N.B: Please fill in the information in CAPITAL LETTERS, computer typed; please TICK wherever it is applicable.

ANNEXURE-VI

SELF-DECLARATION ABOUT NON BLACK-LISTING

(To be submitted on the letterhead of the Agency/ Firm)

To

Date:

Chief Administrative Officer,
Indian Institute of Management Jammu
Old University Campus, Canal Road
Jammu-180016 (J&K)

Subject: Self Declaration About Non Black-Listing for “**Security Services**” vide Tender Ref. No.
IIMJ/NIT/Security/2021-22/13

Sir,

In response to tender under reference, I/ We hereby declare that presently our firm/ agency/ company is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Central/ State Govt. Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations.

We further declare that presently our agency / firm / company is also not blacklisted/ debarred and not declared ineligible for any reason other than corrupt & fraudulent practices by any Central/ State Govt. Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations in last five years from the last date of submission of bid.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our EMD / Performance Security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Yours faithfully,

(Name & signature with stamp of the bidder)

ANNEXURE- VII

FINANCIAL BID

(To be submitted online in BOQ excel sheet)

Name and Address of the Bidder:

Category	Rate %age	Supervisor	Security Guard (With Arms)	Security Guards- Male (Without Arms)	Security Guards- Female (Without Arms)
Rate per day (Basic + VDA)	NA	To be submitted by agency online in BOQ Excel Sheet	To be submitted by agency online in BOQ Excel Sheet	To be submitted by agency online in BOQ Excel Sheet	To be submitted by agency online in BOQ Excel Sheet
Basic Salary Rate per month (26 days)	NA	Auto Calculated	Auto Calculated	Auto Calculated	Auto Calculated
PF@12% or 1800 whichever is lower	12%	Auto Calculated	Auto Calculated	Auto Calculated	Auto Calculated
ESI@3.25%	3.25%	Auto Calculated	Auto Calculated	Auto Calculated	Auto Calculated
Admin Charges + EDLI Charges @1 % or 150 whichever is lower	1%	Auto Calculated	Auto Calculated	Auto Calculated	Auto Calculated
Bonus @ 8.33%	8.33%	Auto Calculated	Auto Calculated	Auto Calculated	Auto Calculated
Uniform Charges (in Percentage)	To be submitted by agency online in BOQ Excel Sheet	Auto Calculated	Auto Calculated	Auto Calculated	Auto Calculated
Sub Total	NA	Auto Calculated	Auto Calculated	Auto Calculated	Auto Calculated
Relieving Charges (1/6)	1/6	N/A	Auto Calculated	Auto Calculated	Auto Calculated
Total Charges permonth	NA	Auto Calculated	Auto Calculated	Auto Calculated	Auto Calculated
Service Charges of Agency (in Percentage)	To be submitted by agency online in BOQ Excel Sheet	Auto Calculated	Auto Calculated	Auto Calculated	Auto Calculated
Grand Total per month	NA	Auto Calculated	Auto Calculated	Auto Calculated	Auto Calculated

Category	Rate %age	Supervisor	Security Guard (With Arms)	Security Guards-Male (Without Arms)	Security Guards-Female (Without Arms)
Number of Manpower for Jammu (37)	NA	02	02	27	06
Total CTC per month-Jammu	NA	Auto Calculated	Auto Calculated	Auto Calculated	Auto Calculated
Total Contract Value pm-Jammu	NA	Auto Calculated			
Number of Manpower for Srinagar (07)	NA	01	Nil	06	Nil
Total CTC per month - Srinagar	NA	Auto Calculated	Auto Calculated	Auto Calculated	Auto Calculated
Total Contract Value per month - Srinagar	NA	Auto Calculated			

Note:

- i) The financial cover shall contain price bid in the enclosed "Price Bid format" i.e. in BOQ format. Submission of the Financial Bid (Price Bid) by any other means shall not be accepted by the Institute in any circumstances.
- ii) The Bidder shall not tamper/modify Financial Bid Format in any manner. In case, if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited.
- iii) The bidders are advised to quote their rates in Indian Rupees (INR) only.
- iv) The Bidders are required to quote the following charges (in coloured cells) only:
 - a) **Rate per day (Basic + VDA)** in rupees,
 - b) **Uniform Charges (in Percentage)** and
 - c) **Service Charges of Agency (in Percentage).**
 - d) All other fields are auto calculated.
- v) The Bidder are supposed to quote the rate, not be less than the minimum wages as prescribed for different Categories of Security Personnel applicable as on date to **City-B category (for all the locations of Jammu as well as Srinagar)** under the Minimum Wages Act 1948 and other statutory norms, by the Government of India, along with other allowances such as EPF, ESI, Bonus, other mandatory allowances/ charges etc.
- vi) All duties, taxes and other levies payable by the vendor shall be included in the total price. However, GST will be extra paid as actual.
- vii) The bidders are required to quote the Uniform Charges, Other Mandatory Allowances/ Charges as per statutory norms and their services charges in percentage only. Uniform Charges are also the mandatory charges which are required to be mentioned by the bidder. In absence of the uniform charges bidder may be disqualified.
- viii) The rate of allowances are invited in percentage for calculation purpose, however if there is any maximum limit of any allowance the payment shall be made as per actual up to the maximum limit.

- ix) **The service charges quoted by the bidder should not be zero nor in decimals. The service charges should be quoted in whole number. If a firm quote NIL Charges/ less than 1% for service charges, the bid shall be treated as unresponsive and will not be considered.**
- x) The rate should be inclusive of weekly off days also named as relieving charges. These charges are applicable only for those security personnel who are required to be deputed 7 days in a week.
- xi) All the pre-mentioned charges in financial bids are mandatory to be quoted, however bidders are required to also quote the other charges (if any) which are mandatory to be complied with the Minimum Wages Act or other notifications of Government of India.

Place:

Date:

(Signature with stamp of the bidder)

ANNEXURE-VIII

FORMAT FOR PERFORMANCE BANK GUARANTEE

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)

(TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT JAMMU OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT JAMMU OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT JAMMU. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.)

To,
Indian Institute of Management Jammu,
Jammu-180016
India

LETTER OF GUARANTEE

WHEREAS Indian Institute of Management Jammu, Jammu (Buyer) have invited Tenders vide Tender No.....dt..... for and whereas the said tender document requires that any eligible successful Bidder (Vendor) wishing to provide/supply of Services/ Goods/ Material as per tender document in response thereto shall establish an irrevocable Performance Guarantee Bond in favor of "Indian Institute of Management Jammu," in the form of Bank Guarantee for Rs and valid up to 60 days beyond the completion of contract / warranty period, from the date of issue of Performance Bank Guarantee may be submitted within days from the date of acceptance as a successful Bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said Bidder (Vendor) failing to abide by any of the conditions referred in tender document / purchase order / work Order etc. this bank shall pay to Indian Institute of Management, Jammu on demand and without protest or demur Rs (Rupees.....).

This bank further agrees that the decision of Indian Institute of Management, Jammu (Buyer) as to whether the said Bidder (Vendor) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

We, (name of the bank & branch) hereby further agree that the guarantee herein contained shall not be affected by any change in the constitution of the Bidder (Vendor) and/ or Indian Institute of Management Jammu, Jammu (Buyer).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs. (Indian Rupees only).
2. This Bank Guarantee shall be valid up to (date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if Institute serve upon us a written claim or demand on or before (date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at (Address of local branch of Jammu).

Yours truly,
Signature and seal of the guarantor:
Name of Bank:
Address:
Date:

Instruction to Bank: Bank should note that on expiry of Guarantee Period, the Original Guarantee will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.