



MANOHAR PARRIKAR INSTITUTE FOR  
DEFENCE STUDIES AND ANALYSES

मनोहर पर्रिकर रक्षा अध्ययन एवं विश्लेषण संस्थान

**No 1 Development Enclave, Rao Tula Ram Marg,  
Delhi Cantt, New Delhi – 110 010**

Ph. No., 26717983 Extn.7305/7312

Email: pktiware.idsar@gov.in

---

**TENDER DOCUMENT FOR “SECURITY SERVICES”.**  
**(IN TWO BID SYSTEM)**

---

**MEMORANDUM OF WORK IN BRIEF**

1	Name of work	Providing Security Services
2.	Cost of Document	Free of Cost
3	Estimated Cost	Rs. 6415193 /-Including GST
4	Earnest Money	Rs.128,000/-
5.	Validity period	90 days
6	Security Deposit	10% of contract value
7.	Publish Date & Time	14.11.2023 by 1100 hrs
8.	Submission Start Date & Time	14.11.2023 by 1130 hrs
9.	Site visit	From 14.11.2023 between 1030 hrs to 1530 hrs till bid submission end date.
10.	Tender Submission End Date	06.12.2023 by 1500 hrs.
11.	Tender Opening Date	06.12.2023 by 1530 hrs.
12.	Mode of Sending	EMD and relevant documents of In sealed cover by Speed post/Hand Delivery in the tender box kept at reception.

Col. Rajeev Agarwal(Retd)  
Assistant Director

## TABLE OF CONTENTS

<b>SNo.</b>	<b>Title</b>	<b>Page No.</b>
(i)	Notice Inviting Tender (NIT)	3-4
(ii)	Process of E- Tender	5
(iii)	General Instruction to bidder	6-13
(iv)	Pre-qualification /Eligibility criteria	14
(v)	Terms & Conditions	15-23
(vi)	Tender form	24-25
(vii)	Scope Of work	26-27
(viii)	Details of Manpower	28
(ix)	Check Off List for Technical Evaluations	29
(x)	Undertaking of not been blacklisted	30
(xi)	Tender Acceptance Letter	31-32
(xii)	Certificate of No relative in MP-IDSA	33
(xiii)	Declaration of EPF/ESIC compliance	34
(xiv)	Code of Integrity	35-39
(xv)	Financial Bid (Annexure VI)	40-41



MANOHAR PARRIKAR INSTITUTE FOR  
DEFENCE STUDIES AND ANALYSES

मनोहर पर्रिकर रक्षा अध्ययन एवं विश्लेषण संस्थान

**INSTITUTE FOR DEFENCE STUDIES AND ANALYSES**

**No 1 Development Enclave, Rao Tula Ram Marg,**

**Delhi Cantt, New Delhi – 110 010**

Ph. No., 26717983 Extn.7305/7312

Email: estatecell.idsa@yahoo.com

F.No. A/950/2023-2024/Security

Date: 11.11.2023

**E-TENDER NOTICE FOR PROVIDING “SECURITY SERVICES”.**  
**(IN TWO BID SYSTEM)**

Prescribed format (enclosed as Appendix A, B & C along with Annexures I-VI) are invited under two-bid system from experienced, reputed agencies for the “Security Services” at MP-IDSA premises located at No. 1 Development Enclave, Rao Tula Ram Marg, Delhi Cantt, New Delhi – 110 010 as per details given in formats. **The bids should remain valid up to 90 days from the last date of submission of bids.**

Detailed Tender Documents are available online from the date of tender publication at <https://gem.gov.in>, [www.idsa.in](http://www.idsa.in) and <https://eprocure.gov.in/epublish>. The interested bidders are advised to register themselves with e-procurement Portal at - **GeM** to participate in the e-Tender. The bidders should download and then upload duly signed tender form and their bids along with scanned copies of all the relevant certificates, documents etc. in support of their technical bids on the **GeM**, latest by **06 Dec 2023 by 1500 hrs**. Hard copies of the relevant documents also to be submitted along with (1) Demand Draft for Rs. **128,000/- (Rupees One lakh twenty eight thousand only)** in favour of “**MP-IDSA**” payable at **New Delhi** as Earnest Money Deposit and (2) **Annexure I to V**, all pages signed and stamped, which shall be submitted in sealed envelope and addressed to the **Assistant Director, MP-Institute for Defence Studies and Analyses**, may be sent at the Institute’s address mentioned above either by Speed Post / By hand delivery at Tender Box kept at the reception office, should reach on or before **1500 hrs, 06 Dec 2023** duly mentioning on top right hand corner of the sealed envelope “**EMD and Annexure I to V for “Providing Security Services”**”.

All the tenders are to be submitted on the prescribed forms, as enclosed, duly signed, stamped and dated on each page of Appendix A & B along with Annexures I-V as their unconditional and explicit concurrence to all the terms and conditions laid down by the Institute.

**The financial bids would only be opened for technically qualified firms** in presence of the bidders or their authorized representative, (not more than one person), may be present at the time of opening of the bids, if they desire. **(No manual bids shall be accepted. Both technical and financial bid should be submitted in the E-procurement portal).** However, One set of Technical bid shall be submitted alongwith EMD as mentioned above.

MP-IDSA reserves the right to accept or reject any or all quotations including the lowest bidder without assigning any reason at its sole discretion and the decision of the MP-IDSA will be final and binding to all concerned.

Bidder who has downloaded the tender /quotation from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/epublish/app>, MP-IDSA website and GeM shall not tamper/modify the tender /quotation form including downloaded price bid template 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 and Bidder is liable to be banned from doing business with MP-IDSA.

**Critical Dates of Tender:**

(i) Publish Date & Time	13/11/2023, 10:00 hrs
(ii) Document Download Start Date & Time	13/11/2023, 10:30 hrs
(iii) Bid Submission Start Date & Time	13/11/2023, 11:00 hrs
(iv) Bid Submission End Date & Time	06/12/2023, 15:00 hrs
(v) Offline submission, EMD and other supporting documents	06/12/2023, 15:00 hrs
(vi) Bid Opening Date & Time	06/12/2023, 15:30 hrs
(vii) Cost of Tender	Free of cost

**Note :**

**1. Note :**

1. Contractor shall inspect the Campus & assess its requirement before bidding the tender.
2. Bidders may note that financial bid shall only be accepted through online mode. Kindly ensure that bid format should remain vacant, while submitting hardcopies of signed documents, otherwise financial bid shall be considered as "invalid".

**Corrigendum / addendum / modification to this tender, if any, will be notified through <https://gem.gov.in>, [www.idsa.in](http://www.idsa.in) and <https://eprocure.gov.in/epublish> only.**

  
Col. Rajeev Agrawal (Retd)  
Assistant Director

## **GENERAL INSTRUCTIONS TO BIDDERS**

1. **General.** The present tender is being invited for providing Security Services under which the contractor shall provide healthy and trained personnel and use its best endeavors for providing security to the campus buildings, equipment, material, monitoring and surveillance. The Security Supervisor (03) will be considered under Skilled Category whereas Security Guards (13) under Semi-skilled category as defined in Minimum Wages Act.

2. **Eligible bidders.**

2.1 All security agencies that are providing similar kind of services for at least last three consecutive years, having average annual turnover of Rupees 1.5 cr during last three financial years in the books of account.

2.2 The bidder shall have the experience of completing three similar contracts in last five years in any of the Government departments , Autonomous Institutions / Universities / Public Sector undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies / Municipalities.

2.3 Bidder must have clear track record. The firm should never been blacklisted or put on Holiday list from any Govt.Department.

3. **Qualification of the bidders.**

3.1 The Bidder shall submit a written power of attorney authorized by the signatories to participate in the bid in case of joint venture / consortium / partnership.

3.2 (a) Memorandum of Understanding shall be provided in case the bidder comprises Joint venture/Consortium/Partnership.

(b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm.

(c) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.

3.3 The bidder shall submit full details of ownership and control of each member in case of Joint venture/Consortium/Partnership.

3.4 Bidder or members of a partnership, joint venture or consortium shall submit a copy of PAN under the Income Tax Act.

3.5 Bidder must submit a copy each of all documents required, duly self-attested, along with technical bid of the tender.

3.6 Each Bidder (each member in case of partnership /joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide these services, or any other item or work related to the award and performance of this contract. They will have to further declare that no agency/ commission or any payment which may be construed as an agency /commission has been or will be paid and that the tender quote will not include any such amount. If found, MP-IDSA reserves the right to declare the bidder as non-compliant and declare the contract null & void, if awarded.

3.7 Canvassing or offer of an advantage or any other inducement by any person with a view to influence acceptance of a bid will be an offence under the prevailing laws of the country. Such actions will result in rejection of bid, in addition to other punitive measures.

4. **One bid per bidder.** Each bidder shall submit only one quote only either by himself or as a partner in joint venture or as a member of consortium. If a bidder or any of the partners in a joint venture or any one member of the consortium participates in more than one bid, the bids are liable to be rejected.

#### 5. **Cost of Bid.**

5.1 The bidder shall bear all costs associated with the preparation and submission of his bid and the Institute shall not be responsible for those costs, regardless of the conduct or outcome of the tender process.

5.2 The tender document is free of cost.

6. **Visit to MP-IDSA.** The bidder is required to provide security services to the Institute and is advised to visit and acquaint himself with the operational system or otherwise, It shall be deemed that the contractor has undertaken a visit to the site and is aware of the operational conditions prior to the submission of the tender document.

#### 7. **Tender document**

##### 7.1. **Contents of Tender Document.**

7.1.1. The Tender document has been prepared for the purpose of inviting bids for providing Security Services at MP-IDSA. The Tender document comprises of:

- (a) E Tender Notice.
- (b) General Instructions to bidders (Appendix 'A').
- (c) Terms and Conditions (Appendix 'B').
- (d) Tender form for providing security services (Annexure-I)
- (e) Scope of Work (Annexure-II)
- (f) Details of Manpower required (Annexure-III)
- (g) Check list for Technical Evaluation (Annexure-IV)
- (h) Undertaking (Annexure-V) & Tender acceptance –Annexure V(A)
- (i) Financial Bid for providing Security Services (Annexure-VI)
- (j) Code of integrity –Appendix 'C'

7.1.2. The bidder is expected to note and abide by all instructions, forms, terms and conditions given in the Tender document. Failure to furnish all information required by the Institute or submission of tender not substantially responsive will be at the bidder's risk and may result in rejection of his bid.

7.1.3. The bidder shall not make any alteration, erasure or obliteration to the text of the Tender document.

## **7.2. Clarification of Tender document.**

7.2.1. The bidder should check the all pages of tender document, in the event of discovery of any discrepancy or missing pages, the bidder shall inform the Assistant Director, MP-IDSA.

7.2.2. In case the bidder has any doubt in understanding anything contained in the Tender document, he shall seek clarification from the **Assistant Director** before submitting his bid. Any such clarification, together with all details on which clarification had been sought, may also be forwarded to all bidders without disclosing the identity of the bidder seeking clarification. All the communication between the bidder and the department shall be carried out in writing.

7.2.3. Except for any such written clarification by MP-IDSA, which is expressly stated to be an addendum to the tender document issued by the Assistant Director, no written or oral communication, presentation or explanation by any other employee of MP-IDSA shall be taken to bind or fetter the department under the contract.

## **8. Preparation of Bids.**

8.1. **Language.** Bids and all accompanying document shall be in English or in Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English / Hindi translation. The English / Hindi version shall prevail in matters of interpretation.

8.2. **Documents comprising the Bid.** Tender document issued for the purpose of tendering as described in Clause 7.1 and any amendments issued shall be deemed to be incorporated in the bid.

8.2.1. The bidder shall, on or before the last date given in the notice, shall upload on GeM and submit his bid.

8.2.2. One copy of the Tender document and addendum, if any, thereto with each page signed and stamped and dated, shall be annexed to acknowledge the acceptance of the same.

8.2.3. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) along with their bids. While submitting the bid, the vendor shall deposit Earnest Money of **Rs. 128,000/-** by demand draft / PO favoring **“Manohar Parrikar Institute for Defence Studies and Analyses” payable at New Delhi.** No other mode of remittance shall be accepted. EMD is to remain valid for a period of 90 days beyond the final bid is accepted. EMD of the unsuccessful bidders will be returned to them at the earliest without any interest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered MSME, etc. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender. The bidders found without EMD are liable for outright rejection.

8.2.4. These shall be addressed to the Assistant Director, MP-Institute for Defence Studies and Analyses and sent at the Institute's address mentioned above either by speed post / by hand delivery at tender box kept at the reception office.

8.2.5. The Bidder (each member in case of joint venture/ consortium/partnership firms) shall furnish the details regarding total number of works completed in preceding three years, which were similar in nature and complexity as in the present contract requiring supply of trained man power to provide Security Services.

8.2.6 The firm should not have been blacklisted / debarred in any manner from any Govt. Department. A declaration on a non-judicial stamp paper of Rs. 10/- should be attached with the technical bid.

### 8.3. **Financial bid.**

8.3.1. Bidder shall quote the rates in Indian Rupees for the entire contract as a 'single responsibility' basis such that the financial bid covers contractor's each & every obligation mentioned in or to be reasonably inferred from the tender document in respect of the Security Services at MP-IDSA. **This includes all the liabilities of the contractor such as cost of uniform, name badges on the uniform of personnel, security accessories and all other statutory liabilities like Minimum Wages, ESI, EPF contributions & Bonus, service charge/profit etc.** which should be clearly stated by the contractor.



8.3.2. The rates quoted should include the cost of material, manpower, and statutory components i.e EPF,ESIC & bonus, service charge/profit etc. including GST. The rates quoted for the work will be firm for the period of one year, **any increase in minimum wages during the period shall also be kept in mind while bidding. Subsequently after one year amount shall be revised based on the statutory obligations on minimum wage prevalent therein NCT Delhi except materials cost.** MP-IDSA will not be responsible for any changes of rules, octroi, increase in cost of material, during the contract period.

8.3.3. The rates quoted shall be responsive and the same should be inclusive of all statutory obligations such as Minimum Wages, ESI, EPF contributions & Bonus, service charges, etc. The offer of those prospective bidders which do not meet the Minimum wages, statutory requirements and other labour laws will be rejected.

8.3.4. Conditional bids/offers will be summarily rejected.

8.4. **Form of bid.** The Form of bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the bidder. If the bidder comprises a partnership firm, consortium or a joint venture, the form of bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the form of bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

8.5. **Duration Of contract:** The contract shall be valid for **three years** from date of signing of contract.MP-IDSA reserves the right to extend the validity of contract for another one year as mutually agreed upon subject to satisfactory performance. The amount for extension period shall be subsequently revised based on the statutory obligations based on latest minimum wage prevalent therein NCT Delhi, as per minimum wages of Govt. Of NCT of Delhi as may be agreed to. The contract can be cancelled unilaterally giving 3 month notice by the Institute in case service is not rendered satisfactorily. If the contractor also does not want to continue, he has to give 3 months' notice to Institute. However in this case his BG shall be forfeited & his name shall be put in holiday list for another 03 years. Decision of Director General shall be final & binding to decide reasonability.

8.6. **Format and Signing of Bid.**

8.6.1. The bidder shall submit one copy of the tender document and addendum, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.

8.6.2. The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the

bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.

8.6.3. The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by MP-IDSA, or are necessary to correct errors made by the bidder, in which case such corrections shall be signed and dated by the person or persons signing the bid.

## **9. Submission of Bids.**

9.1.1. The bidder shall Upload/submit the bid as per NIT .

9.1.2. The sealed cover of technical bid should consist the following documents:-

- (a) **Earnest Money Deposit:** As mentioned in sub para 8.2.3
- (b) Self-attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also;
- (c) Self attested copy of PAN No. under Income Tax Act;
- (d) Self attested copy of GST Registration Number;
- (e) Self attested copy of Valid Registration No. of the Agency/Firm;
- (f) Self attested copy of valid Provident Fund Registration Number;
- (g) Self attested copy of valid ESI Registration Number;
- (h) Self attested copy of valid **PSARA License** and Number under Contract Labour Act and under any other Acts/Rules;
- (i) Proof of Average Annual turnover supported by audited Balance Sheet for the last three financial years;
- (k) Proof of experience supported by documents from the concerned organizations
- (l) Duly signed Appendices & all the filled Annexures.

9.1.3. All the sealed covers shall be addressed to the Assistant Director, Institute for Defence Studies and Analyses, and will be put in the tender box which is available at the Reception office at the given address or by speed post only.

**ADDRESS OF THE DEPARTMENT**  
**MP-Institute for Defence Studies and Analyses,**  
**No. 1 Development Enclave,**  
**Rao Tula Ram Marg, Delhi Cantt,**  
**New Delhi-110 010**

**9.1.4 Submission Of Tender:** The technical Bid and the Price Bid shall have to be submitted online at GeM, tenders will be opened electronically on specified date and time as given in the NIT. All entries in the tender should be entered in online Technical & price bid formats without any ambiguity.

**9.1.5 Opening Of Tenders:** Financial Bids of technically qualified bidder will be opened online by the committee constituted by the Institute. All technically qualified tenderers will be informed in advance the date of opening of financial bids in presence of their representative(s) if they wish to be present.

9.1.6. The tender shall remain valid and open for acceptance for a period of 90 days from the last date of submission of tender.

9.1.7. Details must be received at the address specified above not later than the date and time stipulated. The Institute, at its discretion, may extend the deadline for submission of bids.

9.1.8. Any bid received by the Institute after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

## 10.1 **Bid Opening and Evaluation.**

10.1.1. The authorized representatives or a committee of the Institute will open the Technical Bids and evaluate the eligibility criteria of the firm to open its financial bid.

10.1.2. The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.

10.1.3. Conditional bids will also be rejected summarily.

10.1.4. Subsequently, the technical bids will be evaluated.

**10.1.5. Financial bids of only the technically qualified bidders will be opened online in the presence of qualified bidders or their representative(s). If they wish to be present**

## 10.2 **Right to accept any bid and to reject any or all bids.**

10.2.1. Institute is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.

10.2.2. Institute may terminate the contract if it is found that the contractor is black listed on previous occasions by the any of the Departments/Institutions /Local bodies/Municipalities/Public Sector Undertakings, etc.

10.2.3. Institute may terminate the contract in the event the successful bidder fails to furnish the performance security or fails to abide by the terms and conditions of the tender / agreement.

## 11. **Award of Contract.**

11.1.1. Institute will award the contract to the successful bidder whose bid has been found to be responsive, eligible and qualified to perform the contract

satisfactorily as per the terms and conditions incorporated in the bidding document.

11.1.2. Institute will communicate the successful bidder by letter transmitted by post/e-mail that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Intent") shall prescribe the amount which Institute will pay to the contractor in consideration of the execution of services by the contractor as prescribed in the contract.

11.1.3. The successful bidder will be required to execute an agreement within a period of 10 days from the date of accepting the Offer Letter at his own cost.

11.1.4. The successful bidder shall be required to furnish a performance security deposit within 7 working days of receipt of accepting the offer for an amount equal to 10 % of the total annual value of the contract in form of an Account Payee DD or Bank Guarantee in favour of MP-IDSA, payable at New Delhi. 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.

11.1.5. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of EMD.

12. All the columns should be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount quoted by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rates and amount may be written in such a way that interpolation is not possible. Blanks should not be left which may make the tender liable for rejection.

**Pre-qualification/Eligibility Criteria**

The following shall be minimum eligibility criteria for selection of bidders technically:-

- a) Legal Valid Entity: The Bidder shall necessarily be a legal entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956 or a Partnership firm or Proprietorship firm.
- b) Registration: The Bidder should also be registered/comply with various statutory compliances like EPF/ESIC, GST & Labour License etc.
- c) Financial Strength: The average annual turnover for last 3 years should not be less than 1.5 Cr. The Audited balance sheet & P/L account must be attached to probe the credentials.
- d) Experience: The Bidder should have experience in providing similar nature of work experience involving Manpower in single work in reputed firms in last three Financial Years. The firm must have at least one running contract at hand not less than the value of Rs. 45 lakh/PA.
- e) Turn over: The agency should have a minimum turnover of Rs. 1.5 cr per annum for the last three years. One similar nature of work where the agency is currently carrying out the said scope of services should not be less than Rs.45 Lakhs per annum.
- f) Clear Track Record: The firm must have clear track record from previous principle employers. The firm must not be black listed or debarred from any Govt. Dept/Public undertaking/Autonomous body. At any point of time even after issuing the work order, the dubious record revealed or come to notice of the Institute, the contract shall be cancelled immediately and firm shall be blacklisted.
- g) Manpower on Roll: The firm must have at least 20 persons on roll on date of submission of tender. A detail list must be enclosed.
- h) Operational Office in Delhi NCR. The firm must have operational Office with round the clock control room/back Office. The Office must have computer/phone for prompt communication.
- j) Valid PSARA license for the period of contract shall be submitted by firm

---

**TERMS AND CONDITIONS OF THE CONTRACT**

---

1. The rates quoted should include the cost of material, manpower and statutory components i.e EPF, ESIC & bonus, service charge/profit etc. including GST, if any. The rates quoted for the work will be firm for the period of one year, **any increase in minimum wages during the period shall also be kept in mind while bidding. Subsequently after one year amount shall be revised based on the statutory obligations on minimum wage prevalent therein NCT Delhi except materials cost.** MP-IDSA will not be responsible for any changes of rules, octroi, increase in cost of material, during the contract period. Institute shall ensure the minimum wages & statutory requirements shall be adhere to.

2. Quoting less amount with respect to violation of Minimum wages Act, Contract Labour Act, Govt. of NCT Delhi, Ministry of labour and Employment order and other statutory provisions shall be liable for disqualification. No communication will be entertained in this regard. The EPF, ESIC, Bonus & service charge/profit etc. Minimum wages are mandatory and should be as per the latest notification of Govt. of NCT Delhi at the time of opening of financial bid.

- (i) The contractor should ensure payment of existing minimum wages as per Minimum wages Act. **as revised from time to time to the staff deployed by him.** Non-adhering to the said act will result in cancellation of contract, forfeiture of Performance Bank Guarantee (PBG) and appropriate administrative action.
- (ii) The amount of EPF, ESI, and Bonus shall be quoted strictly as per prescribed government rates. However, payment for this statutory obligation will be made with monthly bills on production of documentary evidence to the effect that the same has been deposited by the contractor in the concerned account of the individual deployed by him. The contractor shall also abide by the provisions of Child Labour (Prohibition and Regulation) Act, 1986.
- (iii) It shall be the responsibility of the contractor to issue employment cards to each member of his staff as per the prescribed format and to maintain the muster roll, wage register and other documents as provided for in Contract Labour Act 1970 and Contract Labour Central Rules, 1971.
- (iv) The contractor shall arrange for such facilities as provided for in the Contract Labour Act for the welfare and health of the staff members employed for the work.
- (v) **Responsibility for payment of wages** – The Contractor shall pay to the personnel deployed at such rates which should not be less than the minimum wage prescribed for respective category plus admissible

EPF(including EDLI), ESI & Bonus calculated at the prevailing rates as per rules.

- (vi) In order to safeguard against the possible underpayment to the work-force by giving them less than what are mandatorily and statutorily required to be paid, it is mandatory that the Contractor shall disburse the wages every month by 07<sup>th</sup> through the ECS. (Electronic cash transfer) only.
- (vii) **Wage Increase:** Wages to be paid to the workers shall not be less than that notified by Chief Labour Commissioner, Ministry of Labour and Employment, Government of NCT Delhi from time to time.

3. As far as EPF is concerned, it shall be the duty of the Contractor to get EPF code number allotted by RPFCA against which the EPF subscription, deducted from the payment of the personnel engaged. Also, equal amount of contribution from employer should be deposited for the current month with the respective EPF authorities within 7 days of the next month every time. In any eventuality, if the contractor fails to remit employee/employer's contribution towards EPF subscription within the stipulated time, the Institute is entitled to recover the equal amount from the money due to the Contractor under this agreement and deposit the same to the EPF authorities.

4. Contractor is fully responsible for acts & deed for his employees, he has hired during the contract period. Contractor has to submit a declaration on 100 Rs. Stamp that he is fully responsible for acts & deeds of his employees. He personally knows each & every workers including his past records. At any stage if any suspicious behaviors is noticed by Institute the person shall be replaced immediately.

5. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the Department. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be enclosed. The Contractor has to give an undertaking, regarding payment of wages as per rules and laws in force.

6. All liabilities arising out of accident or death while on duty shall be borne by the contractor. Hence, Contractor is advised to take a life Insurance cover to all his employees.

7. Adequate supervision will be provided to ensure correct performance of providing the security services in accordance with the prevailing assignment / instructions agreed upon between the two parties. In order to exercise effective control & supervision over

the staff of the Contractor deployed, the supervisory staff MP-IDSA will check in their areas of responsibility.

8. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the designated officials of the Institute.

9. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Institute and shall not knowingly lend to any person or company any of the effects of the Institute under its control.

10. The security staff shall not accept any gratitude or reward in any shape.

11. The contractor shall have his own establishment /set up/ mechanism/ training institute in Delhi NCR to provide training aids or should have tied up with a training institute, with 2-3 Ex-Servicemen for training purpose at his own cost to ensure effective and satisfactory performance of his liabilities and responsibilities under the contract.

12. Under the terms of their employment agreement with the Contractor, the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.

13. That in the event of any loss occasioned to the Institute, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the Institute, the said loss shall be claimed from the contractor up to the value of the loss. The decision of the Head of the Department or its representative will be final and binding on the agency.

14. The contractor shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Institute may issue from time to time and which have been mutually agreed upon between the two parties.

15. The Institute shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior information to Institute.

16. The contractor shall be responsible to maintain all property and equipment of the Institute entrusted to it.

17. The contractor will deploy **three (03) security supervisors (Ex-Servicemen, Para Military personnel having suitable experience in active duty) & Thirteen (13) guards, shift-wise**, per day as per details given in Annexure III, or as required by the Institute. There may be required of additional personnel for ceremonial function at the Institute for which the contractor/supervisor will be informed 48 hours in advance. Such guard may be required in ceremonial dress, as required. The supervisor shall be required to work as per the instructions of the Estate Cell. The number of manpower required is indicative and the actual number may vary. Duty period for Security staff is **"Round the Clock" (365 days)** and guard & supervisor cannot leave the place of duty under any circumstances until and unless properly relieved. **However, one day weekly**



off by rotation will be given individually (among the existing manpower or suitable reliever provided by contractor) as per labour law preferably on Saturday / Sunday. Also, in case any supervisor/guard is not available to perform his duty shift, the contractor will make suitable alternate arrangements to place additional manpower on duty. Name and particular of such employee should be preferably available with the Duty supervisor at all time. **No supervisor/guard will be permitted to perform two continuous duties at the Institute at any given point of time.**

18. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Officers/Scholars/Staff/Visitors and should project an image of utmost discipline. The Institute shall have the right to remove any personnel in case of Scholar/staff /Visitors complaints or as decided by representative of the Institute if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement at short notice in such cases.

19. **The eight hours shift generally will be from 0600 hrs. to 1400 hrs., 1400 hrs. to 2200 hrs. and 2200 hrs. to 0600 hrs (round the clock).** But the timings of the shift are changeable and shall be fixed by the Institute from time to time depending upon the requirements. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed.

20. The Security personnel will have to report to the Institute's security office at least 15 minutes prior to the commencement of shift for handing / taking over, and to complete all other required formalities as approved by the Institute.

21. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws and Acts as applicable from time to time with regard to the personnel engaged by the contractor for the Institute.

22. The payment would be made by the Institute **on monthly basis**, based on the actual shift manned by the personnel supplied by the contractor and on the documentary proof jointly signed by the representative of the Institute and the contractor / his representative / personnel authorized by him. No other claim on whatever account shall be entertained by the Institute. The bills, if found in order in all respects, will be processed for release of payment within ten days after submission of bills.

23. Any damage or loss caused by contractor's personnel to the Institute in whatever form would be recovered from the contractor.

24. The Institute will give basic familiarization of the Security and door keeping services required to be done by the personnel deployed by the contractor under the contract for 2 to 3 days and this period will not be counted as shift manned by contractor's personnel for the purpose of payment under the contract.

25. **Penalty:** For convenience various penalties enforceable on breach of contract terms & conditions are summarized below:-

(a) In case any of contractor's personnel deployed under the contract are absent, a penalty equal to double the wages of number of guards/supervisors absent on that particular day shall be levied by the Institute and the same shall be deducted from the contractor's bills.

(b) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same, it will be treated as absence and penalty as mentioned in point 25(a) shall be levied.

(c) In case any public complaint is received attributable to misconduct /misbehavior of contractor's personnel, a penalty of Rs.2000/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the Institute immediately.

(d) If the contractor fails to commence / execute the contract as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, Institute reserves the right to impose a suitable penalty like forfeiting the Performance Bank Guarantee.

26. The contractor shall ensure that its personnel shall not at any time, without the consent of the Institute in writing, divulge or make any trust, accounts matter or transaction undertaken or handled by the Institute and shall not disclose to any information about the affairs of the Institute. This clause does not apply to the information, which already becomes public knowledge.

27. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.

28. The contractor shall deploy his personnel only after obtaining the Institute's approval duly submitting curriculum vitae (CV) of these personnel. The Institute shall be informed at least one week in advance and contractor shall be required to obtain the approval from the Institute for all such changes along with their CVs. Contractor will ensure that all workers employed by him are verified for 'police verification'. Certificate of each employee will be submitted to MP-IDS for Security and issue of entry passes.

29. The contractor shall have his own establishment/Setup/Mechanism etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

30. "NOTICE TO PROCEED / OFFER LETTER" means the notice issued by the Institute to the contractor communicating the date on which the work/services under the contract are to be commenced.

31. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the Institute for fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the Institute.

32. The contract period is three years from the date of the commencement (as mentioned in Notice to Proceed / Offer Letter). The contract may be extended as per the mutual agreement between both the parties.

33. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the Institute shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.
34. In the event of default in the payment with respect to wages of any person deployed by the contractor during the contract and if a claim is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Institute may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Institute from the contractor.
35. If any money shall , as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws or Regulations, be directed to be paid by the Institute, such money shall be deemed to be payable by the contractor to the Institute within seven days. The Institute shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
36. The contractor shall not engage any such sub contractor or transfer the contract to any other person in any manner.
37. The contractor shall indemnify and hold the Institute harmless from and against all claims, damages, losses and expenses arising out of legal disputes, or resulting from the works/services under the contract provided by the contractor.
38. The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act and Delhi Works Contract Act (wherever applicable).
39. **Age:** The Contractor shall not employ any person below the age of 18 yrs. and above 55 yrs as on 01<sup>st</sup> April 2024. Manpower so engaged shall be trained for providing security services and fire fighting services before joining.
40. The contractor shall provide proof of Ex-Servicemen/Ex-paramilitary for the Supervisor's post and Institute shall get verified on its own. Security staff other than ex-servicemen shall be minimum 10th pass and training minimum of five days duration for providing security and fire fighting services.
41. The contractor shall get medical examination done of all guards and supervisors through Govt./Govt. approved medical authority and will provide a medical certificate to this effect for each personnel deployed. Institute will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.
42. Security staff engaged by the contractor shall not take part in any staff union and association activities.
43. The contractor shall bear all the expenses incurred on the following items i.e. provision of **06-Flash Lights with batteries,12- lathis/ballams, 06-umbrellas, 06-raincoats,03-water camper, stationary for writing duty charts**, registers at security

check points for recordkeeping as per requirements and other accessories to security staff. N-95 face masks will be provided to all security guards, as and when required/intimated, based on pollution levels in Delhi.

44. The contractor will also provide **walkie-talkie to each supervisor and Guard on duty and on each post of duty to ensure fast communication between them.**

45. The Institute shall not be responsible for providing residential accommodation to any of the employee of the contractor.

46. The Institute shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Institute does not recognize any employee employer relationship with any of the workers of the contractor.

47. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the Institute from the agency. If any underpayment is discovered, the amount shall be duly paid to the agency by the Institute.

48. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Institute etc.

49. **Payment terms:** The selected vendor shall submit the bills alongwith the required certificates of statutory components, **on a monthly basis.** The bills, if found in order in all respects, will be processed for release of payment within 30 days after receiving of the bills. Bills should consist of following documentary evidence for processing:-

- (i) Complete attendance details with muster rolls as per Labour Act.
- (ii) Proof of payment of wages for the current month as per the Minimum wages notified.
- (iii) ESIC, EPF, bonus, etc payment copy of the current month.
- (iv) GST payment copy & B2B Invoice summary of the current month.
- (v) All payment will be made subject to Tax Deduction at source, if applicable as per rules.
- (vi) Payment details of employee along with bank transfer payment detail. MP-IDSA reserves the right to deduct amount from the bill towards compensation for unsatisfactory service or less attendance or non-payment of compliance like EPF, ESIC etc. as provided under the contract.
- (vii) **MP-IDSA shall pay the amount on the basis of the number of staff (Supervisor/Guard) actually deployed by contractor.** No other claim on whatever account shall be entertained by MP-IDSA. Only biometric attendance system shall be considered as valid attendance claim.

51. The contractor shall disburse the wages to its staff deployed at the Institute by 7<sup>th</sup> day of every month through ECS.

52. The contractor should have round the clock control room service in Delhi along with quick response teams to deal with emergent situations.

53. **Termination of Contract:** The agreement / work order can be terminated by either party after giving Three month clear notice in writing, failing which the security deposit shall stand forfeited. During the period of such notice, the performance of work shall not hamper and both parties continue to abide by their respective obligations. On termination of the contract for any reason whatsoever, the selected vendor will remove their men and material immediately from the premises of MP-IDSA.

54. **Police Verification.** Contractor will be responsible to ensure that the staff employed by him are security cleared by Police Station of the worker's residential area. Police verification is to be submitted for all employees at least 10 days prior to commencement of work or before any person is replaced. The Contractor will also ensure that no person employed by him had been/ is involved in anti-state activities.

55. **Uniform.** The conservancy staff deployed by the contractor shall be in distinct/neat uniform consisting of shirt/trouser/shoes with logo of firm embossed. In order to maintain neat and clean uniforms at all times, at two sets of summer uniforms are to be issued to each employee per annum. In addition, warm clothing(uniform) at least one set should be issued for winter

56. **Evaluation of Service Charges, Materials & Uniforms:**

(a) The quoted amount shall including wages for 03-Supervisor and 13-Security Guard for one year which may include the various components like Stationary, Cost of two set of Uniforms, Shoes etc. per year for all staff and all statutory components like EPF,ESIC, Bonus & Service charge/profit etc. as per regulations.

(b) After evaluation of the technical bids, the financial bids shall be opened only of the technically qualified bidders.

(c) The Competent Authority reserves the right to reject any or all tender without assigning any reason whatsoever.

(d) The firm should furnish a current bank solvency certificate from scheduled bank for any amount but not less than of Rs.1.5 Cr.

(e) **Lowest bidder shall be evaluated considering total quoted amount shall include minimum wages & applicable statutory requirements for 03-Supervisor and 13 –Security Guard for one year which may include the various components like Stationary, Cost of uniforms (as per para 55), Shoes, etc. and all statutory components like EPF,ESIC , bonus and service charge/profit etc. Minimum Service Charges for all Manpower based Outsourcing services as per latest order published by Ministry of Finance) per year. No separate payment shall be made for ceremonial dresses at occasion or whenever required by the Institute.**

(f) **Bids, offering rates which are lower than the minimum wages (as applicable for NCT of Delhi) for the relevant category shall be rejected.** Final decision in this regard is liaised with Committee. The successful bidder will be

the one who emerges overall L-1 out of responsive bids. Basis of ranking will be the least **cost**.

(g) Merely becoming the lowest bidder, prior to Financial Bid scrutiny will not give any right to the lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after due procedure and acceptance by Competent Authority.

(h) The Competent Authority reserves the right to reject any or all the bids, amend/withdraw any terms and conditions in the Tender document or to cancel the Tender without assigning any reason and the decision of the competent authority in this regard shall be final and binding.

(j) In case of a tie between L-1 Bidders, the two or more firms offer the same overall rates, successful bidders will be the one whose turnover is higher than the other competitor (s) for last three financial years.

(h) The Competent Authority has reserves the right to award full contract or any part (splitting of contract) to any successful agency (ies) at its discretion which shall be binding on the bidders.

**57. Discrepancies in Price Bid:**

(i) If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the Institute feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

(ii) If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected, and

(iii) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail. If the bidder does not agree to the observation of the Institute, the tender is liable to be ignored.

**58. Force Majeure.** Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party within (01 day) of its occurrence informs the other party in writing. Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force

Majeure event and to mitigate the effects thereof on the performance of its obligations under this Work order.

59. **Dispute Resolution.**

(a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Principal Secretary / Secretary (of the Administrative Department), Government of NCT of Delhi.

(b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

(c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

60. **Jurisdiction of Court.** The courts at Delhi / New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

**MP-INSTITUTE FOR DEFENCE STUDIES AND ANALYSES**  
**No. 1 Development Enclave, Rao Tula Ram Marg,**  
**Delhi Cantt, New Delhi – 110 010**

**TENDER FORM FOR PROVIDING SECURITY SERVICES**

1. Brief Bio data of the Tenderer \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Name, Address with Telephone \_\_\_\_\_  
Number of the Firm/agency \_\_\_\_\_  
\_\_\_\_\_
3. Name, Designation, Address \_\_\_\_\_  
and Telephone number of \_\_\_\_\_  
authorized person of the Firm/ \_\_\_\_\_  
agency. \_\_\_\_\_
4. Firm Registration \_\_\_\_\_  
(Please enclose the copy) \_\_\_\_\_
5. Please specify as to whether \_\_\_\_\_  
firm is sole proprietor / a. \_\_\_\_\_  
partnership firm. (Enclose b. \_\_\_\_\_  
documents for partnership deed) c. \_\_\_\_\_
6. PAN number & Income Tax \_\_\_\_\_  
Return of latest three financial \_\_\_\_\_  
Years (copy) \_\_\_\_\_  
\_\_\_\_\_
7. Provident Fund Account Number \_\_\_\_\_  
(Please enclose the copy) \_\_\_\_\_
8. ESI Registration Number \_\_\_\_\_  
(Please enclose a self- attested copy) \_\_\_\_\_

**Affix duly  
Attested PP  
Size  
Photograph  
Of the  
Tenderer**



9. GST Number \_\_\_\_\_  
(Please enclose a self-attested copy)
10. License Number under Contract \_\_\_\_\_  
Labour (R&A) Act. \_\_\_\_\_  
(Please enclose the copy)
11. Details of earnest money deposited
- a) Amount Rs. \_\_\_\_\_  
Rs.(in words) \_\_\_\_\_
- b) Demand Draft / Pay Order \_\_\_\_\_  
Number \_\_\_\_\_
- c) Date of issue of DD/PO \_\_\_\_\_
- d) Name of issuing Bank \_\_\_\_\_
12. Details of Past Experience in the \_\_\_\_\_  
Relevant field. (Min. 3 years) \_\_\_\_\_  
Attach sheets if required. \_\_\_\_\_
13. Details of works in hand \_\_\_\_\_  
Attach sheets if required. \_\_\_\_\_
14. Valid PSARA License \_\_\_\_\_  
(Please enclose the copy)
15. Declaration by the Contractor:-

This is to certify that I / we have read and fully understood all the terms and conditions mentioned in the tender document and undertake myself/ourselves to abide by them.

Signature of Tenderer .....

Name .....

Designation .....

Address .....

Phone (O) .....

(R) .....

Date .....

**Note:** - Scanned documents in support of each of the above should be enclosed and uploaded with the Technical Bid. Simple information without supporting documents shall not be considered as valid. Submission of all the documents mentioned above along with declaration, is mandatory. Non submission of any of the information above may render the bid to be rejected

**SCOPE OF WORK**

The contractor shall have to provide the security services at MP-IDSA, New Delhi. The contractor shall ensure protection of the property of the Institute, prevent trespassing in the assigned area without arms, perform watch and ward functions including night patrol on the various points to prevent the entry of stray dogs, cats, cattle, anti-social elements, unauthorized persons and vehicle into the campus of the Institute.

**DUTIES AND RESPONSIBILITY OF SECURITY STAFF**

1. Security Supervisor will be responsible for overall security arrangement of the Campus under the contract.
2. Security Supervisor will ensure that all the instructions of the Assistant Director are strictly followed without any lapse.
3. No outsiders are allowed to enter in the Campus without proper Gate Pass issued by the authorized officer of the Institute along with their names entered in Visitors book.
4. No items are allowed to be taken out without proper Gate pass issued by the competent authority as laid down in the contract or authorized by the employer for in-out movement of stores.
5. The officials and staff of the Institute will keep the Identity cards with them got checked for entry by the security personnel.
6. Deployment of Security Supervisors / Guards will be as per the instructions of the authorities of the Institute and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.
7. Security personnel deployed in the premises on holidays including national holidays and Sundays will be assessed as per actual requirement and the number of personnel may be suitably reduced.
8. Security Supervisor / guard will also take rounds of all the important and sensitive points of the premises as specified by the Institute.
9. Security personnel shall also ensure door keeping duties.
10. The guards on duty will also take care of Govt. & private vehicles, scooters / motor cycles / bicycles / four wheelers parked in the parking area located within the premises of the Institute.
11. Entry of the stray dogs, cats and cattle into the premises is to be prevented. It should be at once driven out.

12. The guards on patrolling duty should take care of all the electric boxes, water taps, valves, water hydrants, etc. installed in the open areas throughout the premises.
13. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle or any other animal.
14. The security guards/supervisors will be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting material available on the spot. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities.
15. In emergent situations, security staff/supervisor deployed shall also participate as per their role defined in the disaster management plan, if any, of the Institute. Guards/supervisors should be sensitized for their role in such situations.
16. The Security Supervisor/Guards are required to be very courteous and show maturity to all the visitors especially female visitors.
17. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
18. Any other provisions as advised by the Institute may be incorporated in the agreement. The same shall also be binding on the contractor.

**MP-INSTITUTE FOR DEFENCE STUDIES AND ANALYSES**  
**No. 1 Development Enclave, Rao Tula Ram Marg,**  
**Delhi Cantt, New Delhi – 110 010**

**DETAILS OF REQUIRED MANPOWER**

Shift Timing	Number of Security Supervisor / Security Guard with location							Total	
	Gate1		Gate2	Resid ential Block	Office Basement 0900 – 1700 H	Library 0930 -1730 H	Office Reception		
	Sup	Guard	Guard	Guard	Guard	Guard	Guard		
0600 – 1400 H	1	1	1	1	1*		1#	1	1+6
1400 – 2200 H	1	1	1	1	-		-	1	1+4
2200 – 0600 H	1	1	1	1	-		-	-	1+3
						Total	Security Guards		13
						Total	Security Supervisor		3

\* 0900 – 1700 h (Monday to Saturday)

# 0930 - 1730 h ( Monday to Saturday)

CHECK OFF LIST FOR TECHNICAL EVALUATION

SL	Documents required	Page No of document
1.	Earnest Money Deposit (EMD ) of Rs..... (in words) in form of DD / PO issued by any commercial bank in favour of MP-IDSA, payable at New Delhi , valid for 90 days.	
2.	One Self attested recent passport size photograph of the authorised person of the firm /agency, with name designation, address, and office telephone No, If the bidder is a partnership firm, name designation, address and office telephone No of Director/partner also.	
3.	Undertaking on a stamp paper of Rs 10/- ( Rupees Ten only) as per format prescribed in Annexure-V)	
4.	Self –attested copy of the PAN No.	
5.	Self attested copy of GST Registration 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.	Proof of valid DGR sponsorship or proof of being run by Ex-service man /Ex-paramilitary man (if applicable)	
11.	Proof of experience of last three financial years alongwith satisfactory performance certificate from the concerned employers	
12.	Annual returns of previous three financial years supported by audited balanced sheet	
13.	Annual Turn Over (in Lakhs)	
14.	Man Power on Roll	
15.	Experience of running security Services	
16.	Volume of work done during last three financial years	
17.	Single work of more than 45 lakhs during last three years	
18.	If certified for ISO 9001, Attach copy.	
19.	Valid PSARA License (Copy attach)	
20.	Signed copy of Integrity Pact <b>Appendix -C</b>	

Note: Photocopies of all necessary documents duly self-attested must be attached for verification of the information provided.

Signature of the bidder with seal \_\_\_\_\_

Name and address of the bidder \_\_\_\_\_

(ON A E- STAMP PAPER of Rs.10/-)

**UNDERTAKING**

To,

**Assistant Director**

MP-Institute for Defence Studies and Analyses

No 1 Development enclave,

Rao Tula Ram Marg,

Delhi Cantt

New Delhi - 110010

Name of the tender: Providing Security Services

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document. Before signing this bid, I have read and fully understood all the terms, conditions and instructions contained therein and undertake myself/ourselves to abide by them.
2. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions and any other charges applicable from time to time. I/We shall pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government of NCT Delhi from time to time and shall be fully responsible for any violation.
3. I/We have not been blacklisted by any Govt. / PSU / autonomous body of any state as well as central Govt.

(Signature of the Bidder)

Name and Address of the Bidder,

Telephone No

**TENDER ACCEPTANCE LETTER**  
(To be given on Company/Firm/Contactor Letter Head)

To,

**MP-IDSA**  
**No 1, Development Enclave**  
**Rao Tularam Marg, New Delhi-110010.**

Name of Tender / Work: Providing Security Services

Dear Sir/Madam,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned „Tender/Work“ from the web site(s) namely: <http://eprocure.gov.in/epublish/app>, [www.MP-IDSA.in/](http://www.MP-IDSA.in/) <https://www.mstcecommerce.com> as per advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents of all pages (including all documents like annexure(s), schedule(s), etc.), which form part of the work and I/we shall abide and also signed all pages of tender document including integrity pact (Appendix C) hereby by the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by department/organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirety.
5. I/We certify that all information furnished by the our Firm/company/contractor is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit/Security deposit or both absolutely.
6. The downloaded tender document as published at the website <http://eprocure.gov.in/epublish/app>, [www.MP-IDSA.in/](http://www.MP-IDSA.in/) <https://www.mstcecommerce.com> in has been used for bidding in this tender. It is certified that no modification has been done to the contents of the document.

7. Having visited the site condition and examined the conditions of contract, specifications and schedule of quantities for the above named work, we offer to undertake and complete the whole of subject work in conformity with the said conditions of the contract and schedule of quantities of this quotation.

8. I/We undertake to complete and deliver the whole of the work comprised in the contract within the time limit.

Dated .. Day of ..

Signature.....In the capacity of .....  
Duly authorized to sign for and on behalf of.....  
Name and address of the tenderer.  
(IN BLOCK CAPITALS)



**CERTIFICATE**  
**(PERFORMA FOR NO NEAR RELATIVE (S) OF THE**  
**CONTRACTOR WORKING IN MP-IDSA)**

(To be executed on Rs.10/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

I .....S/O  
Sh.....

R/o..... Hereby certify that none of my relative (s) as defined in the tender document is/are employed in MP-IDSA as per detail given below. In case at any stage, it is found that the information given by me is false/incorrect, DoT shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Signature of the Tenderer with seal

The near relative (s) means: -

- a) Members of a Hindu Undivided family;
- b) They are husband and wife.
- c) The one is related to the other in manner as father, mother, son(s) & son's wife (daughter-inlaw), Daughter (s) & daughter's husband (son-in-law) brother (s) and brother's wife, sister (s) sister's husband (brother-in-law)

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors). Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.

Signature of the Tenderer with seal

**DECLARATION**  
**(FOR EPF & Misc provisions Act 1952/ The Code on Wages, 2019)**  
**(To be given on Company/Firm/Contactor Letter Head)**

I .....(name of the contractor/agency)  
hereby declare compliance towards conditions of the EPF and Misc provisions Act 1952/  
The Code on Wages, 2019 /and authorize MP-IDSA to recover any payment that arises  
due to failure to comply with any of the Labour legislations and statutory conditions viz.,  
Labour, EPF,ESI etc., or any other acts dealing with the same and all other acts mentioned  
in the tender document.

Place: Signature of tenderer/Authorized Signatory

Date :

Name of the Tenderer Seal of the Tenderer

**FORMAT FOR INTEGRITY PACT**  
(To be given on Company Letter Head)

This Integrity Agreement is made at ..... on this ..... day of ..... 2023. BETWEEN President of India represented through Director General MP-IDSA (No.1 Development Enclave, Rao Tula Ram Marg, Delhi Cantt – 110 010, 'OWNER', which expression shall unless repugnant to the meaning or context hereof include its Successors and permitted assigns) AND ..... through ..... (Hereinafter referred to as ..... in M/s. ....) "Bidder/CONTRACTOR" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**Preamble**

WHEREAS the OWNER has floated the Tender for "Providing Arboriculture Services" (hereinafter referred to as "Tender") and intends to award, under laid down organizational procedure, contract for "Providing Arboriculture Services" hereinafter referred to as the "Contract".

AND WHEREAS the OWNER values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and CONTRACTOR(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

**Clause 1: Commitment of the OWNER**

The OWNER commits itself to take all measures necessary to prevent corruption and to observe the following principles: No employee of the OWNER, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

The OWNER will, during the Tender process, treat all Bidder(s) with equity and reason. The OWNER will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

The OWNER shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

If the OWNER obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the OWNER will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

#### Clause 2: Commitment of the Bidder(s)/CONTRACTOR(s)

It is required that each Bidder/CONTRACTOR (including their respective officers, employees & agents) adhere to the highest ethical standards, & report to the Government/Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process & throughout the negotiation or award of a contract.

The Bidder(s)/CONTRACTOR(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:- The Bidder(s)/CONTRACTOR(s) will not, directly or through any other person or firm, offer, promise or give to any of the OWNER's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

The Bidder(s)/CONTRACTOR(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

The Bidder(s)/CONTRACTOR(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/CONTRACTOR(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the OWNER as part of the business relationship, regarding plans, technical proposals & business details, including information contained or transmitted electronically

The Bidder(s)/CONTRACTOR(s) will, when presenting his bid, disclose and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

The Bidder(s)/CONTRACTOR(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

The Bidder(s)/CONTRACTOR(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

The Bidder(s)/CONTRACTOR(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

### Clause 3: Consequences of Breach

Without prejudice to any rights that may be available to the OWNER under law or the Contract or its established policies & laid down procedures, the OWNER shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/CONTRACTOR(s) & the Bidder/ CONTRACTOR accepts & undertakes to respect & uphold the Principal/OWNER's absolute right:

If the Bidder(s)/CONTRACTOR(s), either before award or during execution of Contract has committed a transgression through a violation of Clause 2 above or in any other form, such as to put his reliability or credibility in question, the OWNER after giving 14 days notice to the CONTRACTOR shall have powers to disqualify the Bidder(s)/CONTRACTOR(s) from the Tender process or terminate/ determine the Contract, if already executed or exclude the Bidder/ CONTRACTOR from future contract award processes. The imposition & duration of the exclusion will be determined by the severity of transgression & determined by the Principal/OWNER. Such exclusion may be forever or for a limited period as decided by the Principal/OWNER.

**Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the OWNER has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/ determined the Contract or has accrued the right to terminate/determine the Contract according to Clause 3(1), the OWNER apart from exercising any legal rights that may have accrued to the Principal/OWNER, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee & Security Deposit of the Bidder/ Contractor.

### Criminal Liability:

If the OWNER obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the OWNER has substantive suspicion in this regard, the OWNER will inform the same to law enforcing agencies for further investigation.

### Clause 4: Previous Transgression

The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company\* in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the OWNER.

If the Bidder/CONTRACTOR can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the OWNER may, at its own discretion, revoke the exclusion prematurely.

Clause 5: Equal Treatment of all Bidders/CONTRACTOR(s)/Sub CONTRACTOR(s)  
The Bidder(s)/CONTRACTOR(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/CONTRACTOR shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub vendors.

The OWNER will enter into Pacts on identical terms as this one with all Bidders and Contractors

The OWNER will disqualify Bidders, who do not submit, the duly signed Pact between the OWNER and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### Clause 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 48 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority.

#### Clause 7- Other Provisions

This Pact is subject to Indian Law, place of performance & jurisdiction is the Headquarters of the Division of the OWNER, who has floated the Tender. Changes and supplements need to be made in writing. Side agreements have not been made.

If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners & consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions. It is agreed term & condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/Pact, any action taken by the OWNER in accordance with this Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.

#### Clause 8 - Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights & remedies belonging to such parties under the Contract and/or law & the same shall be deemed to be cumulative & not alternative to such legal rights & remedies aforesaid. For the sake of brevity, both the parties agree that this Integrity Pact will have precedence over the tender documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....  
(For and on behalf of OWNER)  
WITNESS

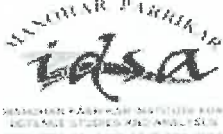
Shri.....

Shri.....

(For and on behalf of Bidder/CONTRACTOR)  
WITNESS

M/s.....

M/s.....


**MANOHAR PARRIKAR INSTITUTE FOR  
DEFENCE STUDIES AND ANALYSES**  
 मनोहर पर्रिकर रक्षा अध्ययन एवं विश्लेषण संस्थान  
**MP-INSTITUTE FOR DEFENCE STUDIES AND ANALYSES**  
**No. 1 Development Enclave, Rao Tula Ram Marg,**  
**Delhi Cantt, New Delhi – 110 010**

**FINANCIAL BID –SECURITY SERVICES**

To be filled properly, reasonably and upload on e-portal. The rates should be filled in prescribed format including GST.

Sno.	Category	Type (Unskilled/ Semiskilled / Skilled	Total Manpower required	Total Yearly wages of each category of manpower including EPF,ESIC,Admin charge & Bonus etc ( For 365 days ) (Rs.)
	(1)	(2)	(3)	(4)
(i)	Security Supervisor	Skilled	03	
(ii)	Housekeeping staff	Semiskilled	13	
(iii)	Total amount for materials per year as per tender document, <b>Cost of Uniforms (as per para 55), Shoes etc</b>			
(iv)	Service Charge (Minimum 3.85% of manpower wages)			
<b>Grand Total - (i+ii+iii+iv)</b>				

Total yearly amount Quoted (in words) Rupees. ....  
 .....

**Note. 1.** The amount quoted should be inclusive of GST. Conditional Tenders will be rejected.

**2.** TDS & GST shall be deducted as per rules from the quoted amount and may be catered for while quoting the rates.

**3.** If any discrepancy found in quoting the financial bid in words and figures, the higher quoted amount will be considered.

**4.** If a firm quotes 'NIL' service charge /consideration the bid shall be treated as unresponsive and will not be considered.



5. Decimal value of amount shall be rounded off to nearest figure in total yearly contract amount.
6. Basic minimum Wages are as per latest Minimum Wages Gazette Notification ,NCT of Delhi.
7. All statutory components like EPF,EDLI,FPS & Admin charges are restricted to upper ceiling of Rs. 15000/-PM as per EPF Act.
8. ESIC & Bonus are calculated over minimum wages restricted to upper ceiling of Rs.21,000/-PM) shall be considered.
9. For all calculation, there shall be 26 working days in a month and a year of 12 months. The duty hours shall be 08 hours per days.
10. The bidders may inspect the site to acquaint themselves about the actual scope of work as mentioned in tender document.
11. The bidders may asked for breakdown of quoted amount as per Annexure IV.

Signature of the Bidder .....  
Name of Contractor .....  
Name of the Firm .....  
Contact No. ....  
Date .....

Seal: