REGIONAL INSTITUTE OF EDUCATION, MYSURU – 570006

(A Constituent Unit of National Council of Educational Research & Training, New Delhi)

(Campus & Welfare Section)

ONLY THROUGH E-TENDERING MODE

e-TENDER NOTICE FOR HIRING AGENCY FOR PROVIDING SECURITY SERVICES

e-Tender No: 3(4)/RIEM/CPPP/C&W/2020-2021-2 Dated: 24/11/2020

LAST DATE OF SUBMISSION OF TENDER: 14/12/2020 Up to 05.30pm Hrs

DATE OF OPENING OF TENDER: 16/12/2020 at 11.00am Hrs

Issued By

Regional Institute of Education (NCERT)

Manasagangothri, Mysuru – 570006 Karnataka

Visit us at

Website: www.riemysore.ac.in **Email**: principal@riemysore.ac.in

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INVITATION FOR e-TENDER

REGIONAL INSTITUTE OF EDUCATION, MYSURU – 570006

(A Constituent Unit of National Council of Educational Research & Training)

(Campus & Welfare Section)

Part – I (General Instruction)

SECTION I

Tender No: **3(4)/RIEM/CPPP/C&W/2020-2021-2**

Subject: - Inviting Tender for Security Service at RIE Mysuru & RCPD Bangalore

Introduction

Online Bids are invited on behalf of the Regional Institute of Education Mysuru to hire a highly reputed/well established and professional Security Agency, having capability of providing **28 Civilian Security Guards for RIE, Mysuru & 3 Civilian Security guards for RCPD, Bangalore** having **minimum of 2 years' experience of providing security services to Government Offices/PSU's/Autonomous Bodies/Educational Institution.** The Agency should provide security personnel for round the clock watch and ward duties in the one hundred acre campus of RIE Mysuru, & Ten acre of RCPD, Bangalore as per requirement of the Institute possessing minimum qualifications of SSLC (Matriculation) mentioned in the "Conditions governing tender for providing security services" in this tender document.

Note: Manual bid shall not be accepted.

Tender documents may be downloaded from RIE website www.riemysore.ac.in (**Email**: principal@riemysore.ac.in **for reference only) and CPPP site https://eprocure.gov.in/eprocure/app.**

The important date is as schedule below:

. **IMPORTANT DATES**

Type of Tender	**Two Bid System (**Technical & Financial Bid)
Bid Submission Mode	Online
Bid Published Date	24-11-2020 at 05:00pm
Bid Document Download / Start Date	24-11-2020 at 05:00pm
Bid Submission Start Date	24-11-2020 at 05:00pm
Bid Submission End Date	14-12-2020 at 05:30pm
Bid Opening Date (Technical)	16-12-2020 at 11:00 am
Bid Opening Date (Financial)	21-12-2020 at 11:00am

SECTION II

INSTRUCTIONS FOR ONLINE TWO BID SUBMISSION

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement are at https://eprocure.gov.in/eprocure/app. The bidders must carefully follow the instructions:

i. Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a pre-requisite for e-tendering.

ii. Bidder should do the enrolment in the e-Procurement site using the "Click here to Enrol" option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid e-mail-id. All the correspondence shall be made directly with the contractors/bidders through e-mail-id provided.

iii. Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.

iv. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by NIC/SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on e-Token / Smart Card, should be registered.

v. The DSC that is registered only should be used by the bidder and should ensure safety of the same.

vi. Contractor/ Bidder may go through the tenders published on the site and download the required tender documents/ Annexures for the tenders he/she is interested.

vii. After downloading /getting the tender document/ Annexures/ Appendices, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.

viii. If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum / Addendum published before submitting the bids online.

ix. Bidder then logs in to the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by giving the password of the e-Token/ Smart Card to access DSC.

x. Bidder selects the tender which he/she is interested in by using the search option & then moves it to the "my tenders" folder.

xi. From my tender folder, he/she selects the tender to view all the details indicated.

xii. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender Annexures and appendices carefully and upload the documents as called for; otherwise, the bid will be rejected.

xiii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ Annexure and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidder's Bid documents may be scanned with 100 dpi with black and white option. However if the file size is less than 1 MB the transactio uploading time will be very fast.

xiv. Bidder should take into account the corrigendum / Addendum published from time to time before submitting the online bids.

xv. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

xvi. Bidder should submit the EMD as specified in the tender within the bid submission due date & time for the tender. Scanned copy of the same should be uploaded as part of the offer.

xvii. While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.

xviii. The bidder has to select the payment option as offline to pay the EMD as applicable and enter details of the instruments.

xix. The NEFT details should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.

xx. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

xxi. The bidder has to upload the relevant files required as indicated in the covered content. In case of any irrelevant files, the bid will be rejected.

xxii. If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/ BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.

xxiii. The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per

Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

xxiv. After the bid submission (i.e after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

xxv. All the data entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.

xxvi. 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's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

xxvii. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

xxviii. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

xxix. For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Simultaneously for any further queries, the bidders are asked to contact over phone: **1800-3070-2232** or send an **email to cppp-nic@nic.in.**

PART- II (Technical Bid)

SECTION-III

I. ELIGIBILITY CRITERIA AND DOCUMENTS TO BE SUBMITTED WITH TECHNICAL BID:

i. The Agency should be registered with Registrar of Companies and must have license under Contract Labour. The copy should be enclosed with the Technical Bid.

ii. Registration No. of the Company/Agency under State/Central Govt. Documentary proof to be attached.

iii. Status of the Company/Agency (Ltd./Pvt.Ltd./Partnership or Proprietorship)- Documentary proof to be attached.

iv. Registration with Regional Labour Commissioner for engaging a minimum no. of 100 personnel per month for the preceding 2 years – Documentary proof to be attached.

v. The Bidders should have ESI, EPF, PAN & GST Registration No. – registered copy to be attached.

vi. The Bidders should submit the last three financial years' Income tax returns which is authorised by a Charted Accountant. (copy to be attached for the years 2017-18, 2018-19, 2019-20).

vii. The Bidders should submit the Annual turnover of Rs.2 crores and above during last 3 financial years (2017-18, 2018-19, 2019-20) - copy should be certified/authenticated by a Chartered Accountant.

viii. The Bidders should provide trained security guards to the Institute. On special occasions if the Institute requires additional 30-40 well trained security guards may be deployed at a short notice.

ix. Bidders should submitted strictly in the enclosed format along with supporting documents. **No column in the Tender form should be left blank, other wise the Principal, RIE, Mysuru has power to reject the bid.**

x. The Agency shall furnish details of any legal case/FIR or any issues, if any, pending in court of law against them or the concerned authorities, especially with regard to any violation in the statutory laws viz EPF Act, 1952 ESI Act, Minimum Wages Act 1948, Industrial Disputes Act 1947, Contract Labour (Regulation and Abolition) Act 1970, and Contract Labour (Regulation and Abolition) Rules 1971, other Labour Laws and Income Tax etc. The bidders having any pending/ongoing/contemplated issues relating to EPF, ESI, Labour laws, Income Tax, etc. on concealment of any such information will be liable to be rejected by the Institute.

xi. The details of the EMD paid through NEFT has to be provided.

xii. The details of Service Tax Returns/GST No., current list of clients with full address, manpower, with Seal & Signature.

xiii. The Check list should be verified and complete in all respects.

II. SUBMISSION OF TENDER:

a. **Bids shall be submitted online only at CPP Portal website: https://eprocure.gov.in/eprocure/app. Bidders are advised to follow the instructions provided in the 'Instructions for Online Bid Submission' for the e-submission of the bids.** The Bid documents may be scanned with 100dpi with black and white option which helps in reducing the size of the scanned document.

b. Bidder's profile duly filled as per Technical & Financial Bid format.

c. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

d. The Offers/Bid submitted by Fax/email & other means shall not be considered. No correspondence will be entertained in this matter.

III. Earnest Money Deposit (EMD):

i. **Tender Earnest Money Deposit (EMD):** The Bidder should furnish Earnest Money Deposit (EMD) of Rs.1,60,000/- (Rupees One Lakh Sixty thousand only) through **NEFT to the Institute Account No. 54035460003, IFSC code: SBIN0040958, Bank Name: State Bank of India, Branch (40958): RIE, Mysuru – 570 006**

ii. The copy of EMD paid through NEFT in favour of THE PRINCIPAL RIE MYSURU shall be submitted. Bid without EMD will be rejected.

iii. The Earnest Money Deposit of the successful bidder will be refunded without interest within reasonable time after final decision of the tender procedures, normally within six months from the date of opening of tenders.

iv. The Earnest Money Deposit of the unsuccessful bidder will be refunded without interest within reasonable time after final decision of the tender procedures, normally within 45 days from the date of opening of tenders.

IV. INSTRUCTION FOR BIDDERS

i. The Successful bidder shall submit a Performance Security in the form of Bank Guarantee, which is 10% of total Contract awarded from any Nationalized Bank in favour of The Principal, RIE, Mysuru.

ii. Duration of the contract is for One Year from the date of award of contract. However, the same may be further extended for next one year on the same terms & conditions on mutually agreed basis.

iii. At the first stage, the Technical Bids shall be opened in the presence of tenderers or their authorized representative(s), having proper identity proof and authorization letter, who may like to be present as per schedule. However, the Financial Bid will be opened for those bidders who qualifies eligibility criteria etc., in Technical Bid.

iv. The tender is not transferable under any circumstances at any stage.

v. Conditional or incomplete bid shall be summarily rejected. Canvassing or influence of any kind, direct or indirect, shall lead to disqualification of the tenderer.

vi. The Principal RIE, Mysuru reserves the right to accept or reject any or all or any part of the tender without assigning any reason thereof and the decision of the Principal RIE, Mysuru in this respect shall be final and binding. The bidder will have the option to enquire the bidding conditions, bidding process and/or rejection of bid.

vii. Bid from the tenderers shall remain valid for 90 days (Ninety Days) after the date of Bid opening. Any Bid valid for a shorter period shall be rejected by the Principal RIE, Mysuru, as non-responsive. In exceptional circumstances, the Principal RIE, Mysuru may request for the consent of the Contractor for an extension to the period of Bid validity. A Tenderer accepting the request and granting extension will not be permitted to modify his/her Bid.

viii. The Technical and Financial Bids shall be evaluated as per the standard criteria prescribed by the RIE, Mysuru.

ix. **GST will be paid to RCPD, Bangalore, since it is not an educational Institution. GST is not applicable for RIE Mysuru, as it is an educational Institute.**

V. TERMS AND CONDITIONS GOVERNING TENDER

1. The Contractor shall be responsible for all injuries and accidents to the persons employed by him. He will also cover his personnel for personal accident while performing the duty.

2. The Contractor shall be responsible for the good conduct and behaviour of its employees. If any employee is found misbehaving with the supervisory staff or any other staff member of the Institute, the contractor shall terminate the services of such employees. The Contractor shall issue necessary instructions to his/her employees to act upon the instructions given by the security supervisory of the Institute.

3. The Contractor and its staff shall take proper and reasonable precautions to preserve from loss, deduction, 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 assets of the Institute under its control.

a) In the event of any loss being caused to the Institute on account of negligence/dereliction of duties by the Contractor or Contractor's employee, the same shall be established after a joint inquiry comprising of the representative of the Institute and the Contractor. The Institute should get the compensation from the Contractor for such losses/damages.

b) If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any War, or Hostility, Acts of the public enemy, Civil commotion, Sabotage, Fires, Floods, Explosions, Epidemics, Quarantine Restrictions, Strikes, Lockouts or Act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the 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 RIE Mysuru as to whether the works have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 30 days either party may, at his option, terminate the contract.

4. The Contractor shall not appoint any sub-contractor to carry out his/her obligations under the contract.

5. The Contractor or his representative shall take day to day instructions from the Administration Officer or the Officer designated.

6. If the Contractor fails to implement the assigned jobs or parts thereof or Standard Operation Procedures to the satisfaction of the Authorities of the Institute or any officer nominated by him or on any day in any part of the areas assigned, he/she shall be penalized by imposing a fine of Rs.1,000/- (Rupees One Thousand Only) per penalty, for each day. The penalty shall continue for successive days till the satisfaction of the authorities. The contractor shall provide replacement in case the employee of the contractor is proceeding on leave. This will be at no additional expense to the Institute, In case of any absence on duty the contractor shall be penalized by imposing a fine of Rs.1,000/- per Guard per day. This will be in addition to the penalty for non-implementation of schedule of service as mentioned above.

7. None of the employees of the Contractor shall enter into any kind of private work at different locations of the Institute during working hours or otherwise, failing which penalty as stipulated in clause (6) of the above terms and conditions shall be imposed, without giving any notice. The amount of penalty shall be deposited by the contractor immediately with DDO, Cashier (Accounts) of the RIE, Mysuru or will be deducted from the monthly bills.

8. The Contractor shall **provide 28 Trained Security Guards (Civilian) for RIE Mysuru and 03 for RCPD, Bangalore for manning the gates and properties**. As per the following requirement for one year.

Civilian			
i.	Age		Between 21 to 50 years
ii.	Character		Exemplary
iii.	Educational Qualification	:	Minimum Matriculate or equivalent
iv.	Physical Standards	:	Minimum Height 5 ft. 6 inches and Physically fit.
v.	Languages known		Kannada, English Hindi are essential
vi.	MinimumExperience		One year in a reputed Security Agency.
vii.	Police Verification		Must at the time of deployment

In addition to the said contract of manpower, the Principal RIE, Mysuru will have the liberty to increase or decrease the total number of guards by giving at least two weeks' notice to the contractor.

9. The Contractor shall maintain a complaint Book which will be made available to the supervisory staff of the Institute.

10. In the event of revision of rates by the Govt. of India at any time, the same will be followed. The 'Onus' for producing the copy of notification of Government of India, however, will lie on the Agency.

11. Contractor shall abide by all laws of the land including, Labour Law (ESI, PF, Income Tax, Service Tax, GST or any other taxes/cess levied by the government). Companies Act, Tax Deduction liabilities, Welfare measures of its employees and all other obligations that re-join in such cases and are not essentially enumerated and defined herein, though any such onus shall be the exclusive responsibility of the Contractor and it shall not involve the Institute in any way whatsoever.

12. The manpower proposed to be deployed by the Contractor shall be subject to screening by the Institute, to ascertain their antecedents, suitability and skills. Before deploying a person in the Institute, the contractor shall furnish complete particulars and obtain written approval of the designated officer of the Institute. The Institute reserves the right to interview the persons (s), if considered necessary, before giving approval.

13. Institute reserves its right to ask the contractor to remove any person deployed by him/her, without assigning any reason/notice.

14. The contractor shall supply trained manpower. The contractor shall also undertake at his own expenses in consultation with the Institute, a continual updating of skills and processes and procedure to be followed by the Security Staff provided to the Institute by organizing suitable training schedules for them. The Fire fighting and Security training shall be carried out every 6 months. The Contractor shall also provide a tentative

schedule/plan for training its staff during the year. A proper record of the training of its staff shall be maintained by the Contractor. The Institute agrees to provide space/lecture hall for such training programmes. The manpower supplied by the Contractor shall also be trained on the existing Fire detection and alarm system and Fire Fighting Systems installed in the Institute. In case of an outbreak of fire they should be able to undertake firefighting operations. The Staff selected for deployment will compulsorily undergo on-site Training for at least 3 days organized by the contractor at his/her own expense.

15. Duration of the contract shall be for ONE YEAR subject to appraisal and review by the Institute authorities and in case the services rendered are not found to be satisfactory, the contract shall be terminated even before ONE YEAR by giving one month notice to this effect. However, the contract can also be terminated by giving a written notice of 30 days by either side. A record of every lapse, small or big shall be maintained by the Institute authorities and a weekly meeting of the representative of the firm/Agency with Section Officer C&W/Security Supervisor will be held and minutes of the same recorded for compliance.

16. The Contractor shall make payment to his employees deployed to the Institute on or before 5th of the succeeding month through the respective employee's Bank account without fail.

17. A computerized monthly payment slip must be issued to all employees at the time of disbursement of payment. The pay slip must bear the contract agency Name and Logo etc., Pay slip must also mention clearly the Name and ID of contract employee, all the components for payment and deductions separately. Besides, PF Account number, ESI Account Number plus PF and ESI Contribution by employer and all other relevant details must also be mentioned in the Pay slip. The contractor will be responsible for any legal consequences/lapses and the Institute is not liable to bear any expenses in this regard.

18. The contractor shall supply uniforms with name plates, Sweater, Rain coat and other essential equipments to the persons engaged by him. The Institute shall not allow any employee of the contractor to work inside the Institute without the uniform except in cases wherein specifically asked for. If during the period of contract the uniform are old or unusable, it shall be the responsibility of the contractor to supply another set of uniform. The Contractor shall get the identity card of each employee attested by the Section officer C&W of the Institute. It would be the responsibility of the contractor to incur expenses of **Lathi (3.5ft), Torch with cells, Pen, Diary, and Whistle for his/her staff.**

19. The Security Guards shall be required to work on a three shifts basis. (8x3=24 hrs.) No Security Guard will be allowed to perform duty in 02 shifts on a continuous basis unless authorized by the Institute. If any Security Guard is found to have performed continuous shifts on any day, no payment will be made for the same and necessary penalty as per Para 6 will be imposed. No Security Guard shall work for more than the working hours specified by Labour Laws.

20. The staff engaged by the Contractor should be verified of their antecedents by the Police and a certificate to this effect has to be furnished by the Contractor to the Institute before deployment of the staff. The contractor should maintain proper record/documents of the same.

21. The firm/agency shall have a well-equipped office & should be professionally managed. The office shall have effective communication facilities like Telephone, Fax, Mobile, Wireless system and Vehicles and the company should have a 24 hours manned control room, to ensure a quick response.

22. The firm/agency shall have proper standards and procedures of recruitment.

23. The firm/agency shall have a proper system of checking the guards on duty, day and night for every shift. Records of the same should be effectively maintained and shortcomings if any should be immediately rectified. A daily report to be submitted to the Administrative Officer.

24. Contractor will apply to the Labour Commissioner for obtaining a labour license and will submit a copy of license to the Institute within 30 days from the date of issue of the award of contract.

25. Any legal disputes will be subject to jurisdiction of Mysuru city Courts.

26. The agency shall provide Security to the Institute with foolproof Security measures, providing early warning, and mobilizing trouble shooting elements. This security services of the firm/agency should provide the following as enumerated:-

(a) Protection of property all Gates, Hostel, Guest House, Play grounds, etc. all within the boundary of RIEM campus and personnel (faculty, staff, students, official visitors and residents) of the Institute against wilful harm.

(b) Protection of property and personnel of the Institute also in transit when so specified.

(c) Protection of cash and documents, when so specified in transit.

(d) Protect property/cash/documents of Institute against burglary (where loss is due to entry after breaking any entry lock/door/window/ grill).

(e) Regulate access control at gates, prevent misuse of RIEM Campus and facilities therein by any outsiders, preventing tress-passing, unauthorized parking, unauthorized construction, squatting in the Institute Campus, and prevent vandalism, breaking of twigs/trees throwing of garbage /littering and ensuring cleanliness. Ensure proper & timely reporting of violations to the authorities.

(f) Prevent loss that is on account of lapse in “access control measures” at Gates of the Institute.

(g) Prevent trespass in specified areas/offices in the Institute.

(h) Ensure parking of vehicles in the designated areas of the Institute.

(i) Provide security during official and social functions inside the RIEM Campus.

(j) Conduct security audits/surveys/investigations/consultancies as per requirements.

(k) Provide security for specific functions within the Institute.

(l) The agency should have an insurance cover for public liabilities and thefts.

(m) The firm/agency should have an investigation cell to carry out investigation of thefts, accidents or any other matter required from time to time.

(n) The firm/agency should have a legal cell for legal advice if sought by the Institute.

(o) Carry out any other responsibility assigned by the Institute in the interest of Security of the Institute.

27. Adherence to the Standard Operating Procedures given by the Administrative officer which may be modified from time to time depending on situation.

28. The firm/agency shall perform all the assigned jobs to the satisfaction of the Institute and shall be liable for any loss or damage to the Institute. The firm/agency and its staff shall take due steps and precautions to prevent loss, destruction, waste and misuses of the areas of responsibility given to them and not knowingly lend to any person or firm/agency, any assets of the Institute under its control.

29. **The liabilities up to Rs.6 lakh will be met by the firm/agency through an insurance cover if it has one, which would specifically enable payment of compensation to RIEM for the losses suffered due to negligence or poor performance by the firm/agency, and the compensation will be as per Insurance rules.** Alternatively it should be covered by the firm/Agency by itself. However the firm/agency will not be held responsible for the damage caused due to natural calamities like lightening, earth quake, flood etc.

30. Any other contingency & situation arising while protecting the Institute's property and any work assigned by Administrative Officer from time to time.

31. On the recommendation of the Tender Committee who have determined & evaluated the successful bidder, the Principal, RIE, Mysuru shall issue a Letter of Intent (LOI) in duplicate. The successful bidder will return one copy to RIE, Mysuru duly acknowledged, accepted and duly signed by the successful bidder or the authorized signatory, within Seven (07) days of receipt of the LOI. The issuance of the LOI to the successful bidder shall constitute an integral part and it will be binding on Agency. The time taken between the date of issue of LOI and Notice to proceed shall not prevent Agency to mobilize the manpower.

32. The Principal being the competent authority of RIE, Mysuru may at any time by giving a notice in writing summarily terminate the contract without any compensation to the Agency in any of the following events:

    a. If Agency shall at any time be adjudged insolvent or shall have received an order or orders for administration of its estate made against it or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of its efforts or enter into any arrangements or composition with its creditors or suspend payment or Agency will be dissolved under the Company Act.

    b. In case, the Agency, being a legal entity, shall pass a resolution or the Court shall make an Order for the liquidation of the affairs or a Receiver or Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitle the Court or debenture holders to appoint a Receiver or Manager, all the right, claims, interests, recovery of RIE, Mysuru from the Agency shall be preferred to and protected from such claims mentioned.

33. **BREACH OF CONTRACT**

The breach of contract is the failure or refusal to perform it. Any breach of contract by one party to it gives the other party an immediate cause of action and a right to damages as compensation for loss following from the breach of contract. A breach occurs where a party to the contract repudiates or fails to perform one or more of the obligations imposed upon him by the contract. The failure to perform may take place when the time for performance has arrived or even before that. Thus, the "Breach of Contract" mentioned above covers

(a) the Anticipatory Breach and (b) the Present Breach.

Arbitration

1. Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter shall be referred for adjudication to the arbitration of a sole Arbitrator to be appointed by the Principal, RIEM in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be Mysuru and the decision of the arbitrator shall be final and binding on the parties.

2. **Jurisdiction of Court**: This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Mysuru.

The minimum approved rate to be paid per day to the Labourer

a) <u>RIE, Mysuru</u>

Sl. No	Scope of Work	Rate Approved	
1	Charges to be quoted for each personnel to be provided for Watch and Ward (Security) services in shifts to keep strict Watch and Ward. Security duties round the clock of the land & Building and properties of the **RIE, Mysuru,** which includes guarding of various points by checking at various entrance points/gates and entire Campus.	**Wages:** The current wages fixed by the Govt. of India Ministry of Labour & Employment, Office of the Chief Labour Commissioner ©, New Delhi w.e.f 01.10.2020 as stated below are approved. As & when the Ministry revises the wages from time to time are also to be followed.	
		A Wages (per day)	Rs.579/-
		B VDA (per day)	Rs.128/-
		Total wages per day	Rs.707/-
		c) employer share towards ESI Subscription	As per the orders of the competent authority of ESI ……
		d) Employer share towards EPF Subscription	As per the orders of the competent authority of EPF ……

b) <u>RCPD Bangalore:</u>

Sl. No	Scope of Work	Rate Approved	
1	Charges to be quoted for each personnel to be provided for Watch and Ward (Security) services in shifts to keep strict Watch and Ward. Security duties around the clock of the land & Building and properties of the **RCPD, Bangalore,** which includes guarding of various points by checking at various entrance points/gates and entire Campus.	**Wages:** The current wages fixed by the Govt. of India Ministry of Labour & Employment, Office of the Chief Labour Commissioner ©, New Delhi w.e.f 01.10.2020 as stated below are approved. As & when the Ministry revises the wages from time to time are also to be followed.	
		A Wages (per day)	Rs.579/-
		B VDA (per day)	Rs.198/-
		Total wages per day	Rs.777/-
		c) employer share towards ESI Subscription	As per the orders of the competent authority of ESI ……
		d) Employer share towards EPF Subscription	As per the orders of the competent au-authority of EPF ……

SECTION-IV.A

Annexure – I

TENDER ACCEPTANCE LETTER

(To be given on Company/Firm Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: ----------

Name of Tender/Work:-

_____

_____

Dear Sir,

1. I/We have downloaded/obtained the tender documents(s) for the above mentioned 'Tender/Work' from the website(s) of your Institute/CPPP portal namely:

_____ as per your 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, including all documents like annexure(s), schedule(s),etc., which form part of the contract agreement and I/We shall abide hereby by the terms/conditions/clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender documents(s)/corrigendum(s) in its totality/entirety.

5. I /We do hereby declare that our Firms has not been blacklisted/debarred by any Govt. Department/Public sector undertaking (necessary document enclosed).

6. I/We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your 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 absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official seal)

SECTION-IV.B

Annexure – II

REGIONAL INSTITUTE OF EDUCATION, MYSURU – 570006

(A Constituent Unit of National Council of Educational Research & Training, New Delhi)

(Campus & Welfare Section)

('TECHNICAL BID')

Questionnaire to be filled by the Company/Agency applying for tender for Security Contract in RIE, Mysuru & RCPD, Bangalore. (Each response/document must be given with proper reference in the following tender document)

1	Name of the Firm/Agency (Full address with Tel. No.)	
2	Registration No. of Firm/ Agency Under Government or any other Act. (Attach attested copy of registration)	
3	ESI Registration No. (Attach attested copy of registration)	
4	EPF Registration No. (Attach attested copy of registration)	
5	PAN No. of the Company (attach attested copy of PAN card of the agency)	
6	GST Registration No. (attach attested copy of registration)	
7	Service Tax Registration No. (attach attested copy of registration)	
8	Does the firm comply with private Security Agencies (Regulation) Act 2005 (attested copy of the License issued by Government, be attached)	
9	Experience of 2 yrs. in Security Services (documents supporting experience of 2 years to be attached)	
10	IT clearance of last three assessment years.(to be attached)	
11	Financial capacity of Bidder including Annual Account of past 2 years	
12	Current list of clients, where in Security staff are provided and give names of at least 2 clients from PSU's, Govt. bodies, Govt. agency etc., (to be attached)	
13	Details of infrastructure in terms of vehicles, electronic/non electronic New Gadgets etc. (to be attached)	

14	Assurance of enclosing performance Security in the form Bank Guarantee which is 10% of total Contract awarded from any Nationalized Bank in favour of The Principal, RIE Mysuru.	
15	Have you any control room for calling Security agency in case of emergency for deployment the services of additional security guards round the clock	
16	Details of EMD, Bank Name, Payment details & Dated for Rs.1,60,000/-	
17	Declaration regarding blacklisting /debarring/penalize/punish/non pending criminal case for taking part in tender (Self-explanatory letter). If award the aforesaid contract. The contractor shall submit annexure I,II & III	

Signature of the Contractor
or his Authorised Signatory

With seal of the Agency/Company

Note: If any information given in the technical bid is found false at any stage of assessment, the tender shall be rejected and the entire amount of earnest money deposit will be forfeited by RIE, Mysuru.

SECTION-IV.C

Annexure – III

REGIONAL INSTITUTE OF EDUCATION, MYSURU – 570006

(A Constituent Unit of National Council of Educational Research & Training, New Delhi)

CONTACT DETAILS FORM

GENERAL DETAILS OF BIDDER

1. 1. NAME OF THE COMPANY ……...

2. NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE ……..

3. COMMUNICATION ADDRESS ……..

……

4. PHONE NO./MOBILE NO . ……..

5. FAX …… ……

6. E-MAIL ID ……...

7. PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE

8. NAME OF THE CONTACT PERSON ……

9. DESIGNATION ……..

10. PHONE NO. ……

11. MOBILE NO. ……..

12. E-MAIL I.D. ……

UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.

2. The rates in percentage quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest as quoted in any other institution in India.

3. I/We give the rights to the competent authority of the Regional Institute of Education, Mysuru to forfeit the Earnest Money/Security money deposited by me/us in case of breach of Terms & Conditions of the Contract.

4. I hereby undertake to provide the security services as per the directions given in the tender Document/contract agreement.

Date: Signature of the Authorized Signatory

Place: (Office Seal of the Bidder)

SECTION-IV.D

Annexure – IV

REGIONAL INSTITUTE OF EDUCATION, MYSURU – 570006

(A Constituent Unit of National Council of Educational Research & Training, New Delhi)

FORM FOR FINANCIAL CAPACITY

Description	**Financial years**		
	2017-18	**2018-19**	**2019-20**
Annual Turnover			
Net Worth			
Current Assets			
Current Liabilities			
Total Revenues			
Profit Before Taxes			
Profit After Taxes			

Signature of the Authorized Signatory

(Office Seal of the Bidder)

SECTION-IV.E

Annexure – V

DECLARATION REGARDING BLACKLISTING/DEBARRING FOR TAKING PART IN TENDER

(To be executed & attested by Public Notary/Executive Magistrate on Rs.100/- non judicial Stamp paper by the Tenderer)

I/We _____(Tenderer) hereby declare that the firm/agency namely M/s._____ has not been blacklisted or debarred in the past by Union/State Government or organization from taking part in Government tenders in India and I am/are not have any litigation in any of the labour court(s).

I/We _____(Tenderer) hereby declare that the Firm/agency namely M/s. _____ was not blacklisted or debarred by Union/ State Government or any Organization from taking part in Government tenders for a period of _____ years w.e.f. _____ to _____. The period is over on _____ and now the firm/company is entitled to take part in Government tenders.

In case the above information is found to be false, I/We are fully aware that the tender/contract will be rejected/cancelled by the RIE, Mysuru and EMD (Earnest Money Deposit)/SD (Security Deposit) shall be forfeited.

In addition to the above, the RIE, Mysuru will not be responsible to pay the bills for any completed/partially completed work.

DEPONENT

Attested:

(Public Notary/Executive Magistrate) with Date

Name _____

Address _____

_____

SECTION-IV.F

Annexure – VI

DECLARATION REGARDING NON-PENALIZE/PUNISH FOR TAKING PART IN TENDER

(To be executed & attested by Public Notary/Executive Magistrate on Rs.100/- non judicial Stamp paper by the Tenderer)

I/We _____(Tenderer) hereby declare that the firm/agency namely M/s._____ has not been penalized in the past years by Labour Court, EPFO & ESI by way imprisonment.

I/We _____(Tenderer) hereby declare that the Firm/agency namely M/s. _____ has not been penalized/punished by Union/ State Government or any Organization from taking part in Government tenders for a period of _____ years w.e.f. _____ to _____. The period is over on _____ and now the firm/company is entitled to take part in Government tenders.

In case the above information is found to be false, I/We are fully aware that the tender/contract will be rejected/cancelled by the RIE, Mysuru and EMD (Earnest Money Deposit)/SD (Security Deposit) shall be forfeited.

In addition to the above, the RIE, Mysuru will not be responsible to pay the bills for any completed/partially completed work.

DEPONENT

Attested:

(Public Notary/Executive Magistrate) with Date

Name _____

Address _____

_____

SECTION-IV.G

Annexure – VII

DECLARATION REGARDING NON PENDING CRIMINAL CASE FOR TAKING PART IN TENDER

(To be executed & attested by Public Notary/Executive Magistrate on Rs.100/- non judicial Stamp paper by the Tenderer)

I/We _____(Tenderer) hereby declare that the firm/agency namely M/s._____ has no criminal case is pending against Partners/Proprietor/Others.

I/We _____(Tenderer) hereby declare that the Firm/agency namely M/s. _____ has not having any pending criminal case against Partners/Proprietor/Others/had criminal case for a period of _____ years w.e.f _____ to _____. The period is over on _____ and now the firm/company is entitled to take part in Government tenders.

In case the above information is found to be false, I/We are fully aware that the tender/contract will be rejected/cancelled by the University and EMD (Earnest Money Deposit)/SD (Security Deposit) shall be forfeited.

In addition to the above, the RIE, Mysuru will not be responsible to pay the bills for any completed/partially completed work.

DEPONENT

Attested:

(Public Notary/Executive Magistrate) with Date

Name _____

Address _____

_____

SECTION-V

REGIONAL INSTITUTE OF EDUCATION, MYSURU – 570006

(A Constituent Unit of National Council of Educational Research & Training, New Delhi)

Details of Earnest Money Deposit

Name of Bank :
Branch :
Address :

Bank NEFT detail :
Dated :
Amount :

Name & Signature of the Contractor

Or authorized signatory

With Seal of the Agency/Company

Dated:

SECTION-VI . A

REGIONAL INSTITUTE OF EDUCATION, MYSURU – 570006

(A Constituent Unit of National Council of Educational Research & Training, New Delhi)

FORM-C

CONTRACT AGREEMENT

This Agreement is made on this……..…..……between the Regional Institute of Education, Mysuru (hereinafter referred to as the Institute) and M/s …….. ……...…..……..(herein after referred to as the contractor).

AND WHEREAS the Client desires that the Watch & Ward (Security) services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor and wishes to appoint the Contractor for carrying out such services.

AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions stipulated in the Tender Documents for providing Security services in the Client's premises, failing which the Contract is liable to be terminated at any time without assigning any reason by the client.

The Parties here to agree to abide by the following terms and conditions for providing _____ numbers of security guards for manning gates and property of the RIE Mysuru & RCPD Bangalore.

1. The Contract for security services shall be made for a period of one year w.e.f……....subject to satisfactory performance of the personnel in providing security services as per following terms and condition to the Institute.

2. The Contract may be extended for a further period as determined by the Principal, RIE, Mysuru subject to his satisfaction and discretion.

3. The Contract can be terminated by either party by giving 30 days' notice during the contract period or after the expiry of the contract period. The Contractor shall not be entitled to any notice during the extended contract period. During the period of notice or extended contract period and till the appointment of another Agency, the Contractor would continue to discharge his/her duties and obligations.

4. The personnel deployed shall be civilian. The contractor shall provide the details of the security personnel deployed to the Institute and a record will be maintained by the Institute.

5. The Contractor shall make adequate arrangements for deployment of security personnel in shifts of 8 hours each and ensure utmost efficiency in the services. The contractor shall not engage any security personnel for more than 8 hours per day. The Contractor shall submit one day in advance, duty roster indicating the names of security personnel and other relevant details or otherwise to be deployed on each post to the Security supervisor of the Institute and also ensure their deployment on each day. The Security personnel shall be deployed on weekly rotation basis only. After every six months the security personnel shall be replaced by a fresh set of personnel so as to prevent unhealthy familiarity with staff, which may come in the way of efficient discharge of duties.

6. The Institute authorities will carry out surprise checks and verify the logbook maintained by the Security personnel. In case of any wrong information found in the logbook, the Institute may impose a penalty up to 50% of the total wages due to the Contractor for that particular day.

7. None of the security personnel of the Contractor shall enter into any kind of private work in the Institute.

8. The Contractor should take day-to-day instructions from the Section Officer C & W or any other officer so designated by the Principal, RIEM and carefully follows the instruction and abides by them.

9. If the contractor fails to implement the schedule of service to the satisfaction of the Institute on any day in any part of the areas assigned, the Contractor shall be penalized by fine of Rs.1000/- per day, which shall be deducted from the monthly bill of the agency.

10. The security personnel deployed by the security agency shall be of good antecedents and health and shall not be older than 50 years of age. The security guards should be medically fit and may be examined every six months by an RIE Mysuru authorized Medical Practitioner. Violation of this clause may attract imposition of penalty as defined in Para 9 above.

11. The total monthly emoluments payable for various categories of staff deployed on contract basis shall be as per charges mentioned in the “Schedule” which shall include actual payment to the deployed staff by the Contractor as agreed upon with the Institute. The acquaintance roll shall be made available for inspection to the Institute.

12. The Contractor shall provide proper uniforms to security staff. They shall wear neat and tidy uniforms with Sweater & Rain coat, while on duty. The security staff should be provided with the Name Badge, Identity Card, Whistle, Torches with cell at night for performance of their duties. During duty time, the security guard shall also be provided with a 3.5 ft. lathi. The Institute have no liability whatsoever on this account.

13. The contractor shall bound to remove any of the deployed person(s) and replace by another person(s) as and when ordered to do so by the designated officer of the Institute.

    a. The Contractor shall be solely responsible for the conduct and integrity of the personnel deployed and liable to compensate the Institute for any loss/damage caused to it on account of any dereliction of duty on the part of the personnel or

otherwise. If any deployed person is found misbehaving with the supervising staff or any of the members of the Institute, the Contractor shall terminate the service of that persons (s) forthwith at their own risk or responsibility. Antecedents of the security guards provided shall be duly got verified form the concerned Police Station. The Contractor shall compensate the Institute for any damage caused to the Institute, which is attributable to negligence or otherwise on part of the staff of contractor. In case of any dispute as to whether the personnel is negligent in discharging his/her duties, the decision of the Institute shall be final and binding upon the Contractor. Losses occurred due to the negligence of a personnel deployed by the Contractor shall be compensated and compensation shall be determined by an officer appointed by the Institute to estimate the losses.

b. The contractor shall furnish a Performance Security in the form of Bank Guarantee which is 10% of total Contract awarded from any Nationalized Bank in favour of the Principal, RIE Mysuru.

14. The Contractor shall not file any affidavit with municipal authority or court in case of any challenge/dispute, without prior approval of the Institute.

15. The contractor shall submit an affidavit on non-judicial stamp paper duly attested by Notary stating that the payment of ESI, Group insurance, Provident Fund and other benefits are deposited for each employed personnel with the concerned authorities. Contractor shall be responsible for making compensation/payments for claims of PF/ESI to be made the security personnel. The Institute shall not be responsible of any of the above statutory deductions.

17. The monthly payment shall be made to the Contractor on production of satisfactory performance report of security duty along with the attendance verified by the officer in charge.

18. All the staff deployed for the security in various shifts shall be as per the Institute's requirements. They shall be deployed in consultation with the officer designated for the purpose.

19. Deduction in the amount payable to Contractor shall be made due to absence from duty by any security staff or for unsatisfactory service rendered by the Contractor. The Institute shall determine the amount of deduction and the reason for deduction shall be intimated to the contractor. The amount deducted for these purposes shall be final and binding on the Contractor.

20. The earnest money deposit shall be forfeited in case the Contractor fails to execute a formal contract agreement to commence the work by deploying required personnel from the date specified in the letter of Intent.

21. The Contractor should execute the agreement (on a non-judicial stamp paper of Rs.1000/-) within 7 days from the date of issue of letter of Intent.

22. The Institute shall not be responsible for any injury or loss of life occurring (during the performance of security duties in the premises mentioned above) to any personnel deployed by the Agency. Any compensation or expenditure towards treatment for such injury or loss of life or otherwise shall be borne by the Contractor and will be the sole responsibility of the contractor.

23. Contractor shall abide by all laws of the land including, labour laws, Companies Act. Tax deduction liabilities, GST, Welfare Measures of its employees and all other obligations that enjoin in such cases and are not enumerated and define herein, though any such onus shall be inclusive responsibility of the Company, and it shall not involve the Institute in any way whatsoever.

24. The rates mutually agreed by the parties will remain the same throughout the period of the contract. However, in the event of any enhancement in the minimum wages by the Government shall be determined by the Principal, RIEM and which shall be final and binding on the part of the Contractor.

25. The Institute shall pay the wages, EPF and ESI as per the rate prescribed by the Government of India and also the administrative charges as quoted by the contractor. The number of security guards can be increased or decreased as per requirement of the Institute. Whenever, there are any increases in the wages, **only variable Dearness Allowance (V.D.A.) announced by the Government of India under the Minimum Wages Act from time to time and the GST is exempted for the Educational Institutes so the Contractor shall not claim the GST. However, the GST is applicable in respect of RCPD Bangalore.**

26. The Contractor shall ensure for security and protections to all properties and personnel of the Institute and will be responsible for the entire Campus.

27. The contractor shall abide by all laws of the land including, labour laws, companies act, tax deduction liabilities, GST, welfare measures of its employees and all other obligations that are obligatory in such cases and are not essentially enumerated and defined herein. The Institute shall not have any liability towards non-compliance of any of the laws by the Contractor, which are applicable in this regard.

28. The Contractor shall indemnify and keep indemnified the Institute, its officers and employees from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against the Institute by or on behalf of any person, body, authority whomsoever and all duties, penalties levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatsoever nature which the Institute may now or hereafter be liable to pay, incur or sustain by virtue of or as a result of the performance or observance or non-observance of any of the terms and conditions of the contract by the Contractor. Without prejudice to the other rights, the Institute will be entitled to deduct from the other dues payable to the Contractor, the amount payable by the Institute as a consequence of any such claims, demands, costs, charges and expenses. The Institute shall not be responsible for death, injury or accident to any employees of the contractor which may arise out of or in the course of their duties on or about the Institute property and premises and in the event any damages or compensation in respect of such employees becomes payable, the Contractor hereby agrees to pay to the Institute such damages or compensation upon demand. The Institute shall also not be responsible or liable for any theft, loss, damage or destruction or any property, which belongs to the contractor or its employees.

29. It is hereby declared that Contractor is for the purposes of this contract an independent Contractor and all persons employed or engaged by him in connection with the obligation under the contract shall be contractor's employees and not of the Institute.

30. The Contractor will undertake and declare that, in the event the workmen/employees/ persons engaged to carry out the purposes hereof, attempt to claim employment with the Institute or attempt to be declared as employees of the Institute, then in all such cases he/she will assist the Institute in defending all such attempts of the contractor's employees and shall bear and pay solely and absolutely all costs, charges and expenses including legal charges incurred or which may be incurred in defending all such attempts and in any appeal or appeals filed by the Institute therein or relating thereto and contractor will indemnify forever the Institute against all such costs, charges and expenses including legal charges and against all/any loss expenses or damages, whether recurring or not, financial or otherwise, caused to or incurred by the Institute as a result of such attempt by the Contractor's employees.

31. It is hereby agreed that the Institute shall be entitled to set off any debt or sum payable by Contractor either directly or as a result of various liability to the Institute against any money payable or due from the Contractor to the Institute or against any money payable or remaining with the Institute and belonging to contractor.

32. All disputes and claims shall be settled by arbitration, in accordance with the provisions of the arbitration law in force or any statutory requirements thereof and shall be referred to the sole Arbitrator to be appointed by the Institute. The security agency shall not be entitled to raise any kind of objection whatsoever, in the event of the Institute deciding to appoint any officer or employee of the Institute as the Sole Arbitrator. The award given by the arbitrator shall be final and binding on both the parties i.e. Institute and the Contractor.

33. IN WITNESS WHEREOF the parties herein set their respective hands on execution of this agreement on this day_____ Month___ and year_____ indicated above.

Signed on behalf of Contractor	Signed on behalf of RIEM
WITNESS	WITNESS
1.	1.
2.	**2**

SECTION-VI.B

REGIONAL INSTITUTE OF EDUCATION, MYSURU – 570006

(A Constituent Unit of National Council of Educational Research & Training, New Delhi)

FORM-D

PERFORMANCE BANK GUARANTEE

(To be executed on non-Judicial stamp paper of an appropriate value)

Date: .....

Bank Guarantee No: .....

Amount of Guarantee: .....

Guarantee Period: From ..... to.....

Guarantee Expiry Date: .....

Last date of Lodgement: .....

WHEREAS Regional Institute of Education having its office at Manasagangothri, Mysuru (hereinafter referred to as "**The Owner**" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*Please insert date of acceptance of the letter of acceptance (LoA)*]

("**Contract**") with [*insert name of the Successful Bidder*] …….(hereinafter

referred to as the "**Contractor**" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of security services ("**Security Services**" shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] dated [*insert date of issue of Tender Documents*]…….and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at Mysuru for an amount as mentioned in Page 05 Para Clause E. "i" (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "**Guaranteed Amount**") against due and faithful

performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

AND WHEREAS the Contractor has approached [*insert the name of the scheduled bank*] (here in after referred to as the "**Bank**") having its registered office at [*insert the address*]……and at the request of the

Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

(i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PBG to the bank for amendment in price.

(ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [*figure of Guaranteed Amount to be inserted here*]…….

……only).

(iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.

(iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.

(v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is affected.

(vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of Mysuru for the purposes of settling any disputes or differences which may arise out

of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.

(vii) All capitalized words used but not defined herein shall have the meanings assigned to them Under the Contract.

(viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.

(ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.

(x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under this Contract.

(xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [date of power of attorney to be inserted]…….. …….granted to him by the Bank.

Date:

Bank

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

REGIONAL INSTITUTE OF EDUCATION, MYSURU – 570006

(A Constituent Unit of National Council of Educational Research & Training, New Delhi)

SECTION-VII

CHECK LIST ON PREPARATION OF BIDS

Sl.No	Particulars	YES/NO
1.	Have you read Invitation of e-tender ?	
2.	Have you enclosed the eligibility criteria & documents to be submitted with Technical Bid?	
	TECHNICAL BID	
3.	Have you enclosed the EMD of Rs.1,60,000/- in the Technical Bid?	
4.	Have you taken prints of all the Sections of Tender, in the prescribed paper size and signed on all the pages of the tender documents?	
4.1	Have read Instruction for Bidders?	
4.2	Have you aware of Terms & Conditions governing tender?	
4.3	Have you read about arbitration?	
4.4	Have you read instructions for online two bid submission?	
4.5	Have you read & signed Annexure I to VI?	
5.	Have you attached proof of having met the following minimum eligibility criteria?	
5.1	Legal Valid Entity: Have you attached attested Certificate issued by the competent authority?	
5.2	Financial Capacity: Have you attached Audited Balance Sheet?	
5.3	Registration with Government Bodies like ESIC, EPF, and Labour Laws: Have you attached a Registration copy of each of the certificate?	
5.4	Have you attached copy of License issued by Government	
5.5	Experience: Have you attached the attested experience certificates issued by the Organization/ Government Department of two years?	
6.	Have you attached the proof of authorization to sign on behalf of the bidder in the Technical Bid?	
7.	Have you Checked the Technical Bid has been prepared as per the requirements of the Tender?	
	FINANCIAL BID	
8.	Have you duly filled the financial Bid proposal on BOQ format?	
9	Have you quoted the service charges in percentage as stated in the Part II Financial Bid (BOQ format)	

Part III

(Financial Bid Form)

TENDER DOCUMENT FOR PROVIDING SECURITY SERVICES IN RIE, MYSURU & RCPD, BANGALORE

1. Name of the Firm/Agency
   (Full address with Tel. No.)

2. The current wages fixed by the Govt. of India, Ministry of Labour & Employment, Office of the Chief Labour Commissioner ©, New Delhi w.e.f 01.10.2020 for watch & Ward (Security) service which the Agency is required to pay on a daily basis to each of the personnel deployed in RIE, MYSURU and RCPD Bangalore during the contract period. The Agency is required to quote the percentages of Service Charges/Administrative Charges in BOQ format only.

Description	**Administrative charges in Percentage on the Government approved wages**
Percentage of Service Charges/Administrative Charges for both RIE Mysuru & RCPD Bangalore for providing the services of Security Guards (Including Uniform/Torch with cell/ Sweater/Rain Coat/Lathi/Shoes with Socks/whistles/others Protection items/other maintenance charges)	

The above percentage is in addition to the approved rates of wages and VDA per day and employers mandatory contribution towards EPF & ESI.

Dated:

Signature of the Contractor/Bidder

Or Authorized Signatory with

Seal of the firm/Agency