

# HOMI BHABHA CENTRE FOR SCIENCE EDUCATION

Tata Institute of Fundamental Research, V. N. Purav Marg.,  
Near Anushaktinagar Bus Depot, Mankhurd, Mumbai – 400 088.

Tel. No. 25072117/25482105/25072177

Email: [purchase@hbcse.tifr.res.in](mailto:purchase@hbcse.tifr.res.in) Website : [www.hbcse.tifr.res.in](http://www.hbcse.tifr.res.in)

REF: HBC/PUR/Security Services/01

October 31, 2017

Please submit your quotation for the following job:

## **TWO PART TENDER**

### **Providing Security Services at Homi Bhabha Centre for Science Education, TIFR, Near Anushaktinagar Bus Depot, Mankhurd, Mumbai 400 088**

- The bid shall be in two part i.e. **TECHNICAL BID-PART “A”** and **FINANCIAL BID-PART “B”**
- **Approx. Cost of Tender : Rs. 70,00,000/-**
- **Tender Fee : Rs. 500/-** by Demand Draft in favour of **Homi Bhabha Centre for Science Education**, payable at Mumbai
- **Cost of EMD: Rs. 1,40,000/-** by Demand Draft in favour of **Homi Bhabha Centre for Science Education**, payable at Mumbai.
- **Due Date : 30.11.2017**
- Tender should reach us before or on **30.11.2017** by **1400 hrs.**
- Tender will be opened on the same day i.e. on **30.11.2017** at **1500 hrs.** (Only Technical Bid – Part “A”)
- The Tender Technical Bid-Part “A” and Financial Bid-Part “B” should be submitted in two separate sealed envelope duly superscribed with our Tender Enquiry No. and Due Date in bold letters, addressed to the Head Administration, Homi Bhabha Centre for Science Education, TIFR. The envelopes should be clearly marked on top as either TECHNICAL BID-PART “A” or FINANCIAL BID-PART “B”. The two sealed covers should be further put in a master cover superscribed with the Tender Enquiry No., Due Date and with the heading **“TENDER FOR SECURITY SERVICES** in bold letters. Quotation sent by hand delivery/courier are to be deposited in the Tender Box kept at the Main Gate after obtaining stamp, date and signature of the Security Officer
- For further details, specifications and Terms and Conditions etc., please visit our Website: [www.hbcse.tifr.res.in/tenders](http://www.hbcse.tifr.res.in/tenders) and Download our Tender Documents.

To assess the nature of job at different locations, bidder must visit the HBCSE site before bidding. Bidder may seek prior appointment for site visit. The contact person is Shri. U. V. Shenoy (Tel No. 25072300/25072123/9867050411, Email: [umesh@hbcse.tifr.res.in](mailto:umesh@hbcse.tifr.res.in)).

**Head Administration**

**HOMI BHABHA CENTRE FOR SCIENCE EDUCATION  
TATA INSTITUTE OF FUNDAMENTAL RESEARCH, NEAR  
ANUSHAKTINAGAR BUS DEPOT, MANKHURD, MUMBAI – 400088.**

**TENDER FOR PROVIDING SECURITY SERVICES IN HOMI BHABHA CENTRE  
FOR SCIENCE EDUCATION, TIFR, NEAR ANUSHAKTINAGAR BUS DEPOT,  
MANKHURD, MUMBAI-400088.**

**INSTRUCTIONS TO BIDDERS**

**1. GENERAL:-**

1.1 The present tender is being invited for Security Services under which the security agency/bidder shall provide security guards to safeguard Office premises/properties (i.e. building, equipments, materials) residents staff and students residing in hostel, including for monitoring and surveillance of the premises. The security agency/ bidder shall also provide required number of Ex-servicemen and/or civilian Guards.

**2. ELIGIBLE BIDDERS:-**

2.1. All Security Agencies registered under Indian Partnership Act 1932 / Companies Act 1956/ as proprietorship firm, providing similar kind of services for at least last three consecutive years and having annual turnover of **Rs. 150 lacs** or above during the last financial year in the books of account.

2.2. The bidder should have experience of executing similar works (i.e. providing security services through Ex-Serviceman / Civil Guards) at the office premises/campus of Central Government / State Government Departments / Public or Private Sector Companies / Undertakings / Autonomous Bodies by deploying at least 25 Security Guards in a single premise in the last three years. Experience of providing services of Ex-Servicemen shall be preferred.

2.3 The bidder should be registered under the Private Security Agencies (Regulation) Act, 2005 and the Maharashtra Private Security Guards (Regulation of Employment and Welfare) Act, 1981 or must have been granted an exemption from application of the said Acts.

**3. QUALIFICATION OF THE BIDDERS:-**

3.1. The Bidder shall submit a written power of attorney authorizing the signatories of the bid to participate in the bids.

3.2. The bidder shall submit full details of his Agency / Firm /Proprietorship/Partnership /Company, including full details of ownership and name of the proprietor or partners or directors.

3.3. Bidder shall submit a copy of PAN card No. under the Income Tax Act and GST Registration No.

3.4. Bidder must submit copies of all documents asked for in this tender, duly self-attested, along with technical bid of the tender.

#### **4. TENDER DOCUMENTS:-**

##### **4.1. Contents of Tender Documents.**

4.1. The Tender Invitation Document has been prepared for the purpose of inviting tenders/bids for providing Security Services. The Tender document comprises of:

- (a) Notice of Invitation of Tender.
- (b) Terms and Conditions.
- (c) Tender form for providing security services (Annexure-I)
- (d) Scope of Work (Annexure-II)
- (e) Check list for Pre-qualification Bid (Annexure-III)
- (f) Check list for Technical Evaluation (Annexure-IV)
- (g) Undertaking (Annexure-V)
- (i) Rates for Security Guard (Annexure – VI)
- (j) Pre-receipt to be used for refund of earnest money(Annexure VII)

4.2. The bidder is expected to examine all Instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender/bid not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

4.3. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

#### **5. PREPARATION OF BIDS**

##### **5.1. Documents Comprising the Bid**

5.1.1. Tender document issued for the purposes of tendering as described in Clause 4.1 shall be deemed as incorporated in the Bid.

5.1.2. The bidder shall, by the dates given in the Notice Invitation to tender, submit his bid in sealed envelope superscribed with the name of the bidder, particulars, Tender No. and Title. The sealed envelope shall be addressed to the Head Administration, Homi Bhabha Centre for Science Education, TIFR, Near Anushaktinagar Bus Depot, Mankhurd, Mumbai – 400 088. One copy of this Tender document with each page signed and stamped shall be annexed to acknowledge the acceptance of the same.

5.1.3. The bidder shall deposit Bid Security / Earnest Money Deposit of Rs. 1,40,000/- in the form of an Account Payee Demand Draft/Banker's Cheque/ Pay Order drawn in favour of "**HOMI BHABHA CENTRE FOR SCIENCE EDUCATION**" issued by any Nationalized /Commercial Bank along with the Tender document. Earnest Money / Bid security of the unsuccessful bidders will be returned to them at the earliest after the award of the contract without interest. The bidder shall give particulars of bank account (name of the account holder, type of account, account number, address of the bank) for drawing the cheque of EMD amount in case of unsuccessful bidders.

5.1.4. The Bidder shall furnish the details regarding total number of executed & successfully completed contracts, as stated in Clause 2.1 & 2.2. and enclose copies of contract award letters and experience certificate.

## **5.2. BID PRICES:-**

5.2.1. Bidder shall quote in the price bid, rates of wages for security personnel no less than the minimum wages and as per Minimum Wages Act / Maharashtra Security Guards (Regulation Of Employment And Welfare) Act as applicable for security guards including Relieving Charges, PF, ESI and other Statutory Liabilities, Service Tax, Service Charges and any other charges. The bidders who do not meet the statutory requirements are liable to be rejected.

5.2.2 Conditional bids/offers will be summarily rejected.

## **5.3. FORM OF BID:-**

The Form of Bid shall be completed in all respects and duly signed and stamped by the Bidder / an authorized representative of the Bidder.

## **5.4. Duration of Contract:-**

The contract shall be valid for one year and the Head Administration, HBCSE reserves the right to curtail or to extend the validity of contract for a further period on the same terms and conditions.

## **5.5. EARNEST MONEY DEPOSIT (EMD):-**

5.5.1. Any Tender/ Bid not accompanied by Earnest Money Deposit of Rs.1,40,000/- shall be rejected.

5.5.2. EMD of the unsuccessful bidders will be returned to them at the earliest without interest.

The bidder shall sign pre-receipt as per Annexure-VIII to facilitate it.

5.5.3. EMD shall be forfeited if the bidder withdraws his bid during the period of Tender validity.

5.5.4. EMD shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to deposit the security deposit within the time frame specified i.e. within a fortnight of award of contract which can be extended by the Head Administration, HBCSE up to a maximum of further two weeks on the written request of successful bidder.

## **5.6. Format and Signing of Bid:-**

5.6.1. The bid shall contain no alterations, omissions or additions except to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.

## **6. Submission of Bids:-**

6.1. All the details shall be clearly filled in ink legibly or typed. The tenderer should quote the rates and amount tendered 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 rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would make the tender liable for rejection.

6.2. The bidder shall submit the Technical Bid along with Bankers' cheque/Pay Order /DD of earnest money together in a separate sealed cover superscribed as "Technical Bid" and the Financial Bid in another sealed cover duly superscribed as Financial bid and all these two sealed covers should be put in a bigger cover which should also be sealed and duly super-scribed as "Tender for Security Services".

6.3. The sealed cover of **Technical Bid (Part A)** should consist of the following documents:-

- (a) Bid Security (Earnest Money Deposit) for an amount of Rs. 1,40,000/- in the form of an Account Payee Demand Draft, Banker's Cheque/ Pay Order drawn in favour of HOMI BHABHA CENTRE FOR SCIENCE EDUCATION payable at Mumbai issued by any Nationalized /Commercial Bank.
- (b) Self attested copy of PAN card under Income Tax Act;
- (c) Self attested copy of GST Registration Number;
- (d) Self attested copy of Valid Registration No. of the Agency/Firm/Company;
- (e) Self attested copy of licence under the Contract Labour (Regulation & Abolition) Act 1970, of the any employer for whom the Security Agency is currently undertaking the work through contract labour.
- (f) Self attested copy of valid Provident Fund Registration Number;
- (g) Self attested copy of valid ESI Registration Number;
- (h) Proof of Average Annual turnover as stated in Clause 2.1 supported by audited Balance Sheet;
- (i) Proof of experience as stated in Clause 2.2. supported by documents from the concerned organizations;
- (j) Duly filled and signed Annexure-I to V& VII; and
- (k) Self attested copy of the registration under the Maharashtra Private Security Guards (Regulation of Employment and Welfare) Act, 1981 and the Private Security Agencies (Regulation) Act, 2005 or the exemptions, if any.

6.4. The sealed cover of **Price Bid (Part B)** should contain **Annexure-VI** i.e. Price Bid.

6.5. All the sealed covers shall be addressed to the Head Administration, HBCSE and will be put in the Tender Box available at the Security Gate House of HBCSE.

6.6. Quotations must be valid for a period of 90 days from the last date of submission of tender.

### **7.1 Bid Opening:-**

7.1.1. The Prequalification/ Technical Bids will be opened by a Tender Opening Committee in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time.

7.1.2. 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.

7.1.3. Conditional bids will also be summarily rejected.

7.1.4. Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders.

### **7.2 Right to accept any Bid and to reject any or all Bids:-**

7.2.1. HBCSE is not bound to accept the lowest or any bid and may at any time terminate the tendering process without assigning any reason.

7.2.2. HBCSE may terminate the contract if it is found that the successful bidder is black listed during last 5 years by the any of the Govt. Departments/Institutions/Autonomous bodies/Local Bodies/Municipalities/Public Sector Undertakings, etc.

7.2.3 HBCSE may terminate the contract in the event the successful bidder fails to furnish the Security Deposit / Performance Security or fails to execute the agreement within specified period.

## **8. Award of Contract:-**

- 8.1. HBCSE will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
- 8.2. HBCSE will communicate to the successful bidder by E-mail confirmed by letter transmitted by Registered post that his bid has been accepted.(hereinafter and in the condition of contract called the “Letter of Award”)
- 8.3. The successful bidder will be required to execute an agreement within a period of 2 weeks from the date of issue of Letter of Award which period may be extended by the Head Administration, HBCSE up to a maximum of another two weeks.
- 8.4. The successful bidder shall be required to furnish a Performance Security deposit @ 10% of contract value within 15 days of receipt of ‘Letter of Award’ in the form of an Account Payee Demand Draft issued from any Nationalized /Commercial Bank., in favour of “HOMI BHABHA CENTRE FOR SCIENCE EDUCATION”. The successful bidder can also apportion the Earnest Money towards the security deposit subject to payment of the balance amount within the time period stipulated for such deposit. The Performance Security / Security Deposit shall be returned within two months after the expiry of contract and completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall stand automatically extended.
- 8.5. 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 Bid Security.
9. The successful bidder (hereinafter referred to as the “Contractor” or “Agency”)shall provide Security services to the Institute by providing uniformed and trained personnel for safeguarding property and persons and for monitoring and surveillance of the Premises mentioned. All personnel shall be provided complete uniform including footwear/boots and necessary equipment as required by HBCSE such as torch, baton, whistle etc. by the Agency at his/its own cost. DGR Rates quoted for Ex-Serviceman Security Guards will include basic wages, including VDA, break up of allowances, relieving charges, other statutory liabilities service charges and GST etc. The Agency will quote the rates for per shift of eight hours per person per day. In case of revision in wage structure of Ex-Serviceman Guards by the Director General Resettlement, Government of India, the incremental wages as applicable, will be payable on being claimed by the tenderer.
10. The offers/bids which are not in consonance of Govt. Minimum Wages Act/ Maharashtra Security Wage Board Rates and any other Labour laws will be treated as invalid.
11. At present 22 Ex-Servicemen/ civilian guards (including Supervisors) are required to be deployed, however, their requirement may vary from time to time. Our requirement at present is for 19 Guards (including lady guards) and 3 Supervisors. The strength of the Security Personnel can be increased or decreased at any stage depending upon the actual requirements by the Office.
12. All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the rates and amount tendered 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 rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejection.
13. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act/ Rules as amended from time to time.

## **Terms & conditions**

1. The security personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the Contractor such as ESI, PF, Workmen's Compensation Act, Bonus, Gratuity, any other statutory allowances etc. The list of staff going to be deployed shall be made available to the Institute and if any change is required on part of the Institute fresh list of staff shall be made available by the Agency after each and every change.
2. The Contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as DGR Rates / Minimum Wages Act, Contract Labour (Regulation and Abolition) Act 1970, EPF Act, ESI Act and various other Acts as applicable from time to time with regard to the personnel engaged by the Contractor for the Institute.
3. The antecedents of security staff deployed shall be got verified by the tenderer from local police authorities and an undertaking in this regard shall be submitted to the Office Administration. The tenderer shall submit copies of the discharge books of ex-servicemen to office administration, before their deployment.
4. The Contractor will maintain all registers and documents required to be maintained under the various statutes (including under the Contract Labour (Regulation & Abolition) Act, 1970) including an attendance register in which day to day deployment of personnel will be entered. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The register shall remain available round the clock for inspection by the authorized representatives of the Office.
5. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
6. Adequate supervision will be provided to ensure correct & effective performance of the security services in accordance with the prevailing assignment instructions agreed upon between the two parties. For this purpose, the Agency shall appoint a Supervisor who shall regularly visit the premises guarded by the Agency, at least 2 times in a week or as required by HBCSE. The security personnel shall ensure that there is no unidentified/unclaimed/suspicious objects/person in the buildings/premises. The vehicles that enter into the premises must be identified, noted in the register and parked at designated places. The supervisor must organize surprise visits (during day and night) to check the alertness and attentiveness of the security guards.
7. Contractor and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse the areas of the premises and the property of the Institute within the premises.
8. The Contractor shall have his own Establishment/Set up/Mechanism to provide training of guards to ensure correct and satisfactory performance of his duties, liabilities and responsibilities under the contract.
9. That in the event of any loss occasioned to the premises, as a result of any lapse on the part of the Contractor or its personnel / employees as may be established after an enquiry conducted by the Office, such loss will be made good from the amount payable to the Agency. The decision of the Head Administration, HBCSE in this regard will be final and binding on the Agency.
10. The Contractor and its personnel shall do and perform all such Security services, acts, matters and things connected with the administration and conduct of the arrangements as per the directions 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.

11. The Institute shall have the right to request the Agency to change / rotate any person who is found / considered to be derelicting his duty or violating any of the provisions of the Contract / Tender. The Agency may change the personnel deployed with prior intimation to the Head Administration HBCSE who is in charge of the Security. The Agency agrees that all the security personnel engaged by it shall be its employees and it shall be liable to take disciplinary action, if any, against such personnel.
12. The Contractor shall be responsible to protect all properties and equipments of the Institute entrusted to it.
13. The personnel engaged by the Contractor shall be smartly dressed in neat and clean uniform and are required to display photo identity cards, failing which it will invite a penalty of Rs.500/- each occasion. The penalty on this account shall be deducted from the Contractor's bills.
14. The personnel engaged should be of robust physique and project an image of utmost discipline. They have to be extremely courteous with pleasant mannerism in dealing with the Staff/Visitors. The Institute shall have right to request the Agency to change / rotate any person who is found / considered to be not performing the job satisfactorily. The contractor shall have to arrange the suitable replacement in all such cases.
15. The eight hours shift will normally commence from 0700 hrs. to 1500 hrs., 1500 hrs. to 2300 hrs. and 2300 hrs. to 0700 hrs. But the timings of the shift are changeable and can be fixed by the Institute from time to time depending upon the requirements. Prolonged duty hours (more than 8 hrs. at a stretch) shall not be allowed. No payment shall be made by the Institute for double duty, if any.
16. The payment would be made on monthly basis for actual shifts manned/operated by the personnel supplied by the Contractor and based on the attendance sheets duly verified by the person appointed by the Institute with other supporting documents as requested by HBCSE. No other claim on whatever account shall be entertained by the Institute. The Contractor will ensure that workers engaged by him must receive their entitled wages on time as per the statutory provisions. In view of this, the following procedure will be adopted.
  - a) Contractor shall pay their personnel, entitled wages on the last day of the relevant month or by the 7<sup>th</sup> day of the next month. It shall not be linked to the payment of the bill.
  - b) Payment to the personnel must be made by the Agency through cheque or direct bank transfer. To ensure this, the Agency will get a bank account opened for every engaged person. Only in cases where the immediate opening of bank account is not possible due to some reason, the Agency may pay the wages by cash card / cash. Any cash payment of wages done under such circumstances or handing over of regular monthly payment cheques shall be done before a representative of HBCSE, named for this purpose by HBCSE. The payments of wages shall be carried out as per the statutory provisions.
  - c) In order to ensure that the personnel get their entitled wages on the last working day of the month, the following schedule will be adhered to:
    - i) Monthly bill cycle will be from 1<sup>st</sup> day of the month till last day of the month.
    - ii) Monthly bill as per above cycle, will be submitted by the Agency on 10<sup>th</sup> of the current month.
  - d) The Agency must ensure that entitled wages of the personnel are credited to their bank account / cheques are handed over on the last working day of the month. The Agency will not be given any relaxation in this matter.
  - e) While submitting the bill for the next month, the Agency must file a certificate certifying the following



- i) Wages of personnel were credited to their bank accounts on (date) or cheques were handed over on (date) along with copies of cheques or bank statements, salary slips duly signed by the personnel.
  - ii) ESI Contribution relating to workers amounting to Rs.\_\_\_\_\_ was deposited on (date) (copy of the challan enclosed along with the Form showing contributions for each of the personnel)
  - iii) EPF contribution relating to workers amounting to Rs.\_\_\_\_\_ was deposited on (date) (copy of the challan enclosed along with the Form showing contributions for each of the personnel)
  - iv) He is complying with all applicable statutory provisions including those of Minimum Wage Act and Maharashtra Security Guards (Regulation of Employment and Welfare) Act.
- f) The Agency should submit the bill in accordance with the above time schedule. In case, he fails to submit the bill by 10<sup>th</sup> of the month, even then he has to make the payment to the workers on the last working day.
- g) The Contractor shall compulsorily issue the salary slip to its personnel & supervisor in the following format:-

Name of Employee's Month	Designation No. of Days present:-
SALARY STATEMENT Payable paid	ESI No. PF No.
BASIC BONUS HRA GRATUITY OTHERS ALLOW. ADD. ALLOW/LATE DUTY GROSS WAGES OT GROSS WAGES + OT NET PAYABLE (Rs.)	DEDUCTIONS AMOUNT EPF (12%) ESI (1.75%) SECURITY DEPOSIT TOTAL DEDUCTION:

- h) The Agency shall take Employees/ Security Liability Insurance of prescribed value for its employees which must also adequately cover all employees under all statutes, as amended from time to time including Workmen Compensation Act, 1928. The Agency shall maintain such Insurance for its personnel even if such statutes / provisions are not applicable in their case. Before starting the work, the contractor shall produce the original insurance policy and the license of the workers, where applicable to the Institute.
17. Any damage or loss caused by Contractor's persons (personnel, supervisor or any other person employed by / representing the Contractor) to the premises or the Institute's property in whatever form would be recovered from the Contractor.
18. The Institute will brief about the security perception and its sensitivity to the Contractor and the personnel to be deployed by the Contractor, 2 to 3 days prior to the commencement of the Contract and this period will not be counted as shift manned by Contractor's personnel for the purpose of payment under the contract.
19. (a) In case any of Contractor's personnel(s) deployed under the contract is (are) absent and no reliever / substitute is provided, 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 or any security point which is to be guarded by a security personnel is found vacant, it will be treated as absence and penalty of Rs. 500/- per vacant point for shift be deducted from the Contractors' bills.
- (c) In case any public complaint is received attributable to misconduct/misbehavior of Contractor's personnel, & is assessed as true by Institute, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Besides the Contractor shall rotate the personnel found to be involved in the incident shall be removed immediately.
- (d) In case the Contractor fails to commence/execute the work as stipulated in the Tender / Order or gives unsatisfactory performance or does not meet the statutory requirements of the contract, Institute reserves the right to impose the penalty as detailed below:-
- i) 1% of annual cost of order/agreement per week, up to four weeks' delay.
  - ii) After four weeks delay the Institute reserves the right to cancel the contract and withhold the agreement and get this job carried out from other contractor(s) in open market. The difference if any will be recovered from the defaulter contractor and his earnest money/security deposit may also be forfeited.
- (e) In case the Agency violates any statutory provisions / rules / law, the Institute shall levy a penalty on the Agency upto 5% of the annual cost of the Order. In addition to the penalty, the Institute shall also be entitled to cancel the Contract and forfeit the Performance Security. In this regard, the decision of the Head Administration of the Institute shall be final and binding on the Agency.
- 20.** The contractor shall ensure that its personnel do not at any time, without the consent of the Institute in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the Institute and shall not disclose to any information about the affairs of Institute. This clause does not apply to the information, which already is in public knowledge.
- 21.** In the event of any breach/violation or contravention of any terms and conditions contained herein by the Contractor, the Security Deposit of the Agency shall stand forfeited.
- 22.** 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, legal costs, penalties etc. The concerned Contractor's personnel shall attend the court as and when required. The Contractor shall ensure that substitute is provided at such times.

### **23. Force Majeure**

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge its obligations, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The performance of obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to by the Institute and the Agency, if any or seven days, whichever is more, either party may at its option terminate the contract.

24. If the Contractor is a Registered Company / partnership of two or more persons, its Directors / all partners shall be jointly and severally liable to the Institute for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as authorized signatory with authority to sign. The Company / partnership shall not be altered without the approval of the Institute.
25. During the course of contract, if any Contractor's personnel are found to be indulging in any corrupt practices or causing any loss of property in the Premises, the Head Administration, HBCSE shall be entitled to terminate the contract forthwith duly forfeiting the Contractor's Performance Guarantee (Security Deposit).
26. The Contractor shall not engage any such sub contractor or transfer the contract to any other person in any manner.
27. The Contractor shall indemnify and hold the Institute harmless from and against all claims, damages, losses and expenses (including legal costs) arising out of, or resulting from the works/services under the contract provided by the Contractor or from the omission on the part of the Contractor to adhere to and abide by the relevant provisions of law and statutory requirements including omission to make any statutory contributions or payments. The Contractor shall also indemnify and hold the Institute harmless from and against all claims, damages, losses and expenses (including legal costs) arising out of, or resulting from any claims made by the Agency's employees against the Institute including claims in respect of employment, payment of salary/allowances or any matter which pertains to the employment or employment terms of the Agency.
28. The Agency shall employ 100 % manpower not above the age of 55 years. The Contractor shall provide satisfactory proof of Ex-Servicemen status of the Security Guards before their deployment. The security agency shall not employ any person below the age of 18 yrs. and above the age of 55 yrs. Manpower so engaged should be trained for providing security services and fire fighting services.
29. Security staff engaged by the Contractor shall not take part in any staff union and association activities.
30. The Contractor shall bear all the expenses incurred on the following items i.e. provision of torches and cells, lathis /ballams, raincoats, umbrella, sweaters, livery items and other implements to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.
31. The Contractor agrees that the Institute shall not be responsible to provide any accommodation to any of the employee of the Contractor.
32. The Contractor agrees that he is the employer of all the personnel that he will deploy for security to HBCSE. The Institute shall not be under any obligation for providing employment to any of the worker of the Contractor.
33. 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.
34. If any underpayment is discovered, the amount shall be duly paid to the Agency by the Institute.
35. The Contractor will have to enclose the proof / copies of the challans showing payment of statutory dues for the previous month along with monthly bills.
36. The Agency should have its own supervisory and quick response team in Mumbai to deal with emergent situations.

## **OBLIGATIONS OF THE CONTRACTOR:**

37. The Agency shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The bidder shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise. The contractor shall also comply with all applicable statutory liabilities such as labour laws etc.

### **38. Dispute Resolution**

- (a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized 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 Centre Director HBCSE.
- (b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings 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 proceedings and currency of contract, the Contractor shall not 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 Mumbai only.

### **39. JURISDICTION OF COURT**

The courts at Mumbai shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

**TENDER FORM FOR PROVIDING SECURITY SERVICES IN HOMI BHABHA  
CENTRE FOR SCIENCE EDUCATION**

1. Names, address of firm/Agency/  
Company and Telephone  
Numbers. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affix duly  
Attested P.P.  
Size recent  
photograph of the  
prospective  
bidder.

2. Registration No. \_\_\_\_\_

3. Name, Designation, Address  
and Telephone No. of  
authorized person. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Please specify as to whether  
Tenderer is sole proprietor/  
Partnership firm/Private or  
Limited Company. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Name, Address and  
Telephone No. of Directors/partners \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Copy of PAN card issued by  
Income Tax Department and  
Copy of previous Financial  
Year's Income Tax Return. \_\_\_\_\_  
\_\_\_\_\_

7. GST Registration No. \_\_\_\_\_

8. Provident Fund Account No. \_\_\_\_\_

9. ESI Code Number \_\_\_\_\_

10. Licence number under Contract Labour (R&A) Act1970, of the employer for whom the Security Agency is currently undertaking the work. \_\_\_\_\_

11. Details of Bid Security/Earnest Money deposit: \_\_\_\_\_

(a) Amount: \_\_\_\_\_

(b) Demand Draft/ Pay Order / Banker Cheque No. \_\_\_\_\_

(c) Date of issue: \_\_\_\_\_

(d) Name of issuing Bank: \_\_\_\_\_

12. Any other information: \_\_\_\_\_

13. Declaration by the bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

**(Signature of the bidder)**  
**Name and Address**  
**(With seal)**

**SCOPE OF WORK OF THE SECURITY AGENCY**

The Contractor shall have to provide round-the-clock security services in the HBCSE premises (Main Building, Olympiad facility, NIUS facility and two Hostel Buildings).

The Agency shall ensure protection of the persons within & property of the premises, prevent trespass with/without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicle inside the campus of the HBCSE.

**DUTIES AND RESPONSIBILITIES OF SECURITY STAFF**

1. The Agency will be responsible for overall security arrangements of the mentioned in the contract.
2. Agency will ensure that all instructions of the administration are strictly followed and there is no lapse of any kind.
3. No items should be allowed to be taken in / out without proper Gate Passes issued by the authorized staff member of the Institute Administration. Items bought in the name of the Institute shall be allowed to be taken into the Institute only after following due entry process for such items such as stamping of the bill for the item and signing by authorized staff members / personnel etc. The specimen signatures and telephone numbers of the above stated members will be available with the Security personnel.
4. Security personnel deployed in the premises on holidays and Sundays will be assessed as per actual requirement and the number of personnel will be suitably reduced.
5. The Security Supervisor/Guard will also take regular round from time to time during the day and at night of all the important and sensitive points of the premises as specified by the Institute.
6. Security personnel shall also ensure door keeping duties.
7. The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises of the Institute. The Guards on patrol duty should also take care of external installations such as the water taps, valves, water hydrants, etc. installed in the open all over the premises.
8. Entry of the street-dogs and stray cattle into the premises is to be prevented. They must not be allowed to enter and should be at once driven out.
9. 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.
10. The Security Guards/Supervisors should 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 in extinguishing the fire or in any other natural calamities.
11. In emergent situations, security staff/supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the Institute. Security personnel should be sensitized for their role in such situations.

- 12.** The Security Supervisor/Guards are required to display mature behavior, especially towards female staff, female visitors, and elderly.
- 13.** The Security Guard on duty shall not leave the premises until his reliever reports for duty.
- 14.** Any other duties/responsibilities assigned by the Institute Administration may be incorporated in the agreement. The same shall also be binding on the Contractor.



**CHECK-LIST FOR PRE-QUALIFICATION BID FOR SECURITY SERVICES**

<b>Sl. No.</b>	<b>Documents asked for</b>	<b>Page number at which document is placed</b>
1.	Earnest money	
2.	One self-attested recent passport size photograph of the Authorized person of the firm/agency, with name, designation, address and office telephone numbers. If the bidder is a partnership firm/private or limited company, name designation, address and office telephone numbers of partners/ Directors also.	
3.	Undertaking on a letter head (as per format prescribed in Annexure-V).	
4.	Self-attested copy of the PAN card issued by the Income Tax Department with copy of Income-Tax Return of the last financial year.	
5.	Self attested copy of GST Registration No.	
6.	Self attested copy of valid Registration number of the firm/agency.	
7.	Self attested copy of the Licence number under Contract Labour (R&A) Act 1970, of the employer for whom the Security Agency is currently undertaking the work.	
8.	Self attested copy of valid Provident Fund Registration number.	
9.	Self attested copy of valid ESI Registration No.	
10.	Proof of experiences of last three financial years as specified in clause 2.2 of the NIT along with satisfactory performance certificates from the concerned employers.	
11.	Annual turnover of last financial year duly certified by the Statutory Auditors.	
12.	Self attested copy of the registration under the Private Security Agencies (Regulation) Act, 2005 and the Maharashtra Private Security Guards (Regulation of Employment and Welfare) Act, 1981 or the exemptions, if any.	
13.	Any other documents, if required.	

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

**ANNEXURE-IV**

**Checklist for Technical Evaluation**

<b>Sl. No.</b>	<b>Information to be provided</b>	<b>To be filled by the Bidder</b>	<b>For office use</b>
1.	Annual Turnover (in Lakhs) for the last financial year duly certified by the Statutory Auditors.		
2.	Manpower on roll		
3.	Experience of running Security services (in years)		
4.	No. of Supervisory staff and trained Civilian/Ex- Servicemen on roll.	Ex-Servicemen Guards = Civilian Guards = Supervisory Staff =	
5.	Details regarding Institute experience .		

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

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

**(TO BE TYPED ON A LETTER HEAD OF THE SECURITY AGENCY)**

**UNDERTAKING**

To

The Head Administration,  
Homi Bhabha Centre for Science Education  
TIFR, V. N. Purav Marg,  
Near Anushaktinagar Bus Depot,  
Mankhurd, Mumbai-400 088

Subject: **Tender for providing security services (tender no. \_\_\_\_\_ dated \_\_\_\_\_ )**

Sir,

1. I/We hereby agree and undertake to abide by all terms and conditions laid down in tender document.
2. I/We have read and fully understood all the terms and conditions and instructions contained in the bid / tender and have signed the bid / tender documents in acceptance of the these terms, conditions and instructions.
3. I/We shall abide by the provisions of all applicable statutes, rules and regulations including Minimum Wages Act, Contract Labour Act, Provident Fund Act and ESI Act. I / We shall pay the wages / allowances and pay wages and allowance as per DGR rates/Minimum wages and further pay applicable Bonus, Gratuity, Leave, Relieving Charges, Uniform and other Allowances and any other statutory charges applicable from time to time. I/We shall be fully responsible for any violation of any laws pertaining to this tender/bid such as the Contract labour Act, the Minimum Wages Act, the EPF Act, the ESI Act, the Payment of Bonus Act, etc.. I / We shall indemnify and hold the Institute harmless from and against all claims, damages, losses and expenses(including legal costs)arising out of violation of, or resulting from an omission on my/our part to adhere to and abide by the relevant provisions of law and statutory requirements including omission to make any statutory contributions or payments. I / We shall indemnify and hold the Institute harmless from and against all claims, damages, losses and expenses (including legal costs) arising out of, or resulting from any claims made by my/our (Agency's)employees against the Institute including claims in respect of employment, payment of salary/allowances or any matter which pertains to the employment with or employment terms with me/us.
4. I/We shall provide security services through my employees i.e. through Ex-Servicemen, Security Guards, and Security supervisors.
5. I/We do hereby undertake that complete security of the Institute premises and hostel building shall be ensured by our Security Agency, as well as any other assignment considered by the Institute administration. I / We undertake to perform all the duties/responsibilities that may be assigned by the Institute from time to time.

**(Signature of the Bidder)**

**Name and Address of the Bidder.**

**Telephone No**

**PRICE BID**

**TENDER FOR SECURITY SERVICES**

**RATES FOR SECURITY GUARDS**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Security Guards</b>	<b>Security Supervisor</b>
1.	Wages (Should not be less than that notified by Appropriate Govt.)		
2.	Special Allowance / D.A.		
3.	HRA		
4.	Conveyance Allowance		
5.	Washing Allowance		
6.	Educational Allowance	.	
7.	Total – I	.	
8.	Relieving Charges	.	
9.	Employer Contribution of ESI	.	
10.	Employer Contribution of EPF	.	
11.	Any other charges (details to be provided)	.	
12.	Agency Charges		
13.	Total – II	.	
14.	GST		
15.	Grand Total		

**(Signature of the Bidder)**  
**Name and Address of the Bidder.**

**PRE-RECEIPT**

Received Rs. \_\_\_\_\_ (rupees \_\_\_\_\_ only) towards refund of earnest money  
vide Ch. No. \_\_\_\_\_ dated \_\_\_\_\_ in respect of tender  
security services published in \_\_\_\_\_ newspaper  
dated \_\_\_\_\_.

**(Signature of the Bidder)**  
**With stamp.**

Revenue

Stamp



**HOMI BHABHA CENTRE FOR SCIENCE EDUCATION**  
**(Tata Institute of Fundamental Research)**  
**(PURCHASE SECTION)**

**General Terms and Conditions**

1. **PART “A” (Technical Bid) consisting of Technical Bid & Commercial Terms and PART “B” (Financial Bid) consisting of only Price** shall be submitted in **separate** sealed envelopes duly super scribed with the tender enquiry number, and the due date in bold letters, addressed to the Head Administration, Homi Bhabha Centre for Science Education, TIFR, Near Anushaktinagar Bus Depot, Mankhurd, Mumbai – 400 088. The envelopes should be clearly marked on top as either PART “A” or PART “B”. The two sealed covers should be further put in a master cover super scribed with the Tender Enquiry No., Due Date in bold letters, addressed to the Head Administration, Homi Bhabha Centre for Science Education, TIFR, Near Anushaktinagar Bus Depot, Mankhurd, Mumbai 400 088. The sealed master envelop has to be delivered by hand/courier at the security Gate Officer of HBCSE on or before 1400 hrs on the due date specified. The technical bid will be opened in the presence of attending tenderers at 1500 hrs on the due date at Purchase Section, HBCSE Mumbai. Tenders submitted after 1400 hrs. on due date will not be considered.
2. **In case the PART ‘A’ and Part ‘B’ bids are not sealed in separate envelopes the tender will be rejected.**
3. **The technical bid should not contain any indication of the price.**
4. After scrutiny of Technical Bids, Financial bids of only those bidders who are shortlisted on technical basis will be opened on later date. The opening date, time and venue will be intimated to the technically successful bidders.
5. After downloading the documents, Bidders shall provide their your company/ firm / proprietorship details such as name, address, telephone nos., contact person and email address etc. by email to HBCSE at the given email id (purchase@hbcse.tifr.res.in) to enable HBCSE to inform prospective bidder for any corrigendum/changes if any; in the Tender document before due date.
6. Quotations must be valid for a period of 90 days from the due date.
7. Tenders / Bids containing correction, overwriting will not be considered. Late or delayed/Unsolicited quotations/offers shall not be considered at all. These will be returned to the bidders as it is. Post tender revisions/corrections shall also not be considered.
8. Tenderer should sign on all the pages of the technical bid and the price bid.
9. In case of any interpretational issues/disputes/questions in respect of any term/condition/ provision of this tender, the interpretational decision of the HBCSE Centre Director shall be Final and binding on the bidder.
10. HBCSE reserves the right to ask for or to provide any clarification, changes after the release of this tender.

11. HBCSE reserve the right to cancel the tender even after the receipt of bids/tender, and in such case the EMD would be refunded without any interest to the bidding parties.
12. Tenders which do not comply with any of the conditions are liable to be rejected.
13. The Institute shall be under no obligation to accept the lowest or any other tender received in response to this tender notice and shall be entitled to reject any tender without assigning any reason whatsoever.
14. HBCSE reserves the right to place the order for part/reduced quantity than what is specified in the tender.
15. The Micro & Small Enterprises (MSE) registered with National Small Industries Corporation (NSIC) are eligible for the following benefits:
  - (a) Issue of tender document free of cost.
  - (b) Exemption from payment of Earnest Money Deposit.
  - (c) Price preference upto 15% over the quotation of large scale units.

**Head Administration  
HBCSE, Mumbai.**